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Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

Date: August 19, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer

Subject: Approval of MDOT Subcontract with Hubbell, Roth & Clark, Inc. for Construction Engineering Services for Rochester Road Reconstruction, Barclay to Trinway
Project No. 02.206.5

History

The Engineering Department requested and was authorized by the Michigan Department of Transportation (MDOT) to advertise for un-priced technical proposals for Construction Engineering Services for the Rochester Road Reconstruction project, from Barclay to Trinway.

Construction engineering services incorporate all facets of construction management, including but not limited to:

- Project administration
- Inspection
- Staking
- Quality control testing and reporting
- Measurement, computation, and documentation of quantities
- Reporting and recordkeeping on the AASHTOWARE & ProjectWise systems
- Finalizing all project documentation

It is more cost-effective to use consultants on an as-needed basis for federally funded projects, as consultant costs are project-specific and largely reimbursed with federal funds. Additionally, the federally funded projects vary in number from year to year and typically take 10 years or more to proceed from preliminary engineering to ROW acquisition, and on to final plans and construction. It is not cost-effective to maintain an in-house staff capable of handling all these large projects over the long term, particularly when project funding is limited, competitive, and unpredictable in terms of timing.



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The Engineering Department is a hybrid department that has utilized consultants to varying degrees since the 1960s. Consultants are generally used for the following reasons:

- When in-house capacity is exceeded
- When expertise is not available in-house
- To augment City staff or when spikes in workload occur
- For special or unique design projects
- For technical studies, long-range utility studies, and/or plans

The Rochester Reconstruction project is both federally funded and will be bid through MDOT. We are required to prepare and execute a subcontract for the construction engineering phase. Construction engineering is eligible for reimbursement with federal funds; therefore, the consultant selection process must follow the MDOT consultant selection process (Exhibit 1).

MDOT's selection process is a Qualifications-Based Selection (QBS) process, based on the Brooks Act, in which a consultant is rated on predetermined criteria. The top-ranked consultant then proceeds to the next phase of the process, which is based solely on their experience and qualifications. Proposals were received from four (4) consultants on June 4, 2025.

A four-person review committee, consisting of the City Engineer, Deputy City Engineer, Civil Engineer, and Public Works Director, reviewed and rated the consultants based on each firm's understanding of the project, experience with similar projects, proposed team members, and other items as listed on the review sheet (Exhibit 2).

Hubbell, Roth & Clark, Inc. (HRC) was rated as the top consultant. Total final scores for all consultants are summarized in Exhibit 3. Once the highest-rated consultant is determined, that consultant then submits a price proposal for their services based on MDOT guidelines. The subcontract that is included with this item is based on the price proposal as submitted by HRC.

Financial

MDOT will open bids for the Rochester Road Reconstruction at their September 2025 bid letting. The engineer's estimate of construction is \$23,439,295.25. HRC's cost to perform the Construction Engineering Services is \$2,674,669.36 or 11.4% of the estimated construction cost as detailed in their Priced Proposal. (Exhibit 4).

MDOT guidelines allow construction engineering to be a maximum of 15% of the physical construction cost. Up to 81.85 percent of the construction engineering services are reimbursable with federal funds.

The subcontract, as submitted, is based on estimated costs, as is standard with all MDOT agreements, since these agreements are prepared before actual costs are known. The city's actual cost is based on the actual cost incurred by the consultant's work within the parameters of the agreement.

Funding for the city's share is available in the 2026 and 2027 Major Road budgets.



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Recommendation

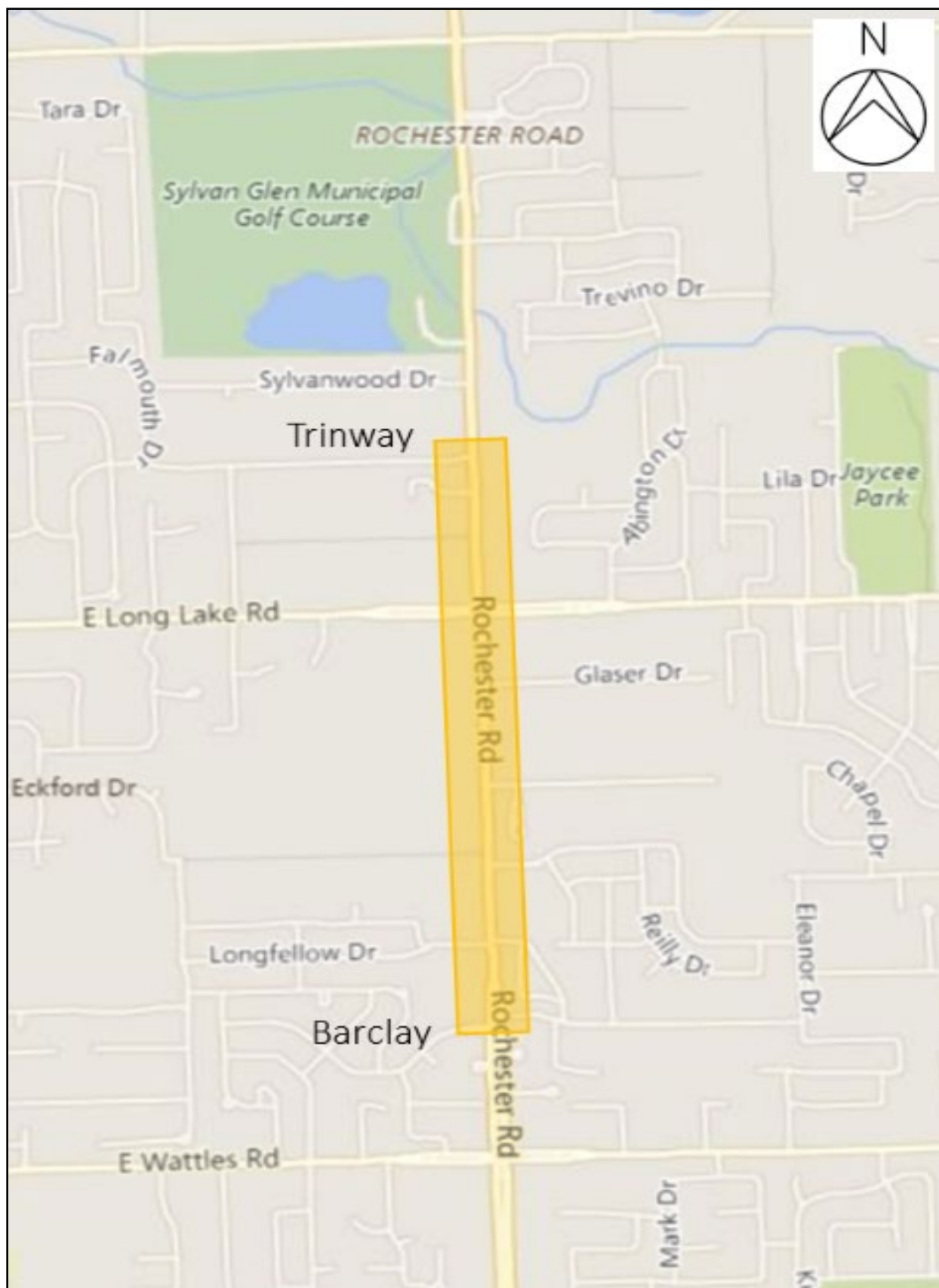
Staff recommends that City Council approve the attached MDOT subcontract with Hubbell, Roth & Clark, Inc. to fix the rights and obligations of each party for construction engineering services for the Rochester Road Reconstruction, Barclay to Trinway. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Prepared by: G. Scott Finlay, City Engineer

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**MDOT Policies & Procedures
For
Consultant/Vendor Services on Local Agency Federal-Aid Projects**

**Approved May 2016
Revised October 2017; Revised March 2023**

PURPOSE

This document outlines the requirements that a Local Agency must follow regarding preliminary engineering, construction engineering, and/or testing services receiving reimbursement with Federal Aid Highway Program (FAHP) funds. The requirements ensure that a qualified consultant is obtained through an equitable selection procurement process, and that prescribed work is properly accomplished in a timely manner and at fair and reasonable cost. Eligibility of consultant/vendor services to be paid for with FAHP funds is at the discretion of the program manager, Rural Task Force, or Metropolitan Planning Organization.

23 CFR (Code of Federal Regulations) 172 requires MDOT to prepare and maintain written policies and procedures which Local Agencies must follow to assure compliance with applicable requirements. All Local Agency/Consultant or Third-Party Agreement contracts must comply with the following policies and procedures, as well as referenced documents and legislation, to be eligible for FAHP fund reimbursement.

ELIGIBLE CONSULTANT SERVICES

Consultant Services eligible for FAHP funds are defined as follows:

23 CFR 172.3:

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. (U.S. Code) 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, 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)*).

40 U.S.C. 1102(2)(C):

- "...including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services".

23 U.S.C. 149(b):

- The operating costs for traffic monitoring, management, and control systems, such as integrated traffic control systems, incident management programs, and traffic control centers.
 - For projects located in air quality non-attainment and maintenance areas, and in accordance with the eligibility requirements of *23 USC 149(b)*, Congestion Mitigation and Air Quality Improvement Program funds may be used for operating costs for a 3-year period, so long as those systems measurably demonstrate reductions in traffic delays. Operating costs include labor costs, administrative costs, costs of utilities and rent, and other costs, including system maintenance costs, associated with the continuous operation of the system.

PROCUREMENT OF CONSULTANT SERVICES

Procurement of Consultant Services utilizing FAHP funds will fall into one of three categories.

1. Services Estimated **under \$250,000**
 - [Appendix A](#) (PDF Format)
2. Services Estimated **over \$250,000**
 - [Appendix B](#) (PDF Format)
3. Services for Catastrophic Failure or Emergency/Disaster Recovery
 - [Appendix C](#) (PDF Format)

A Requirement Checklist for each category can be found in the above stated appendices, as well as in a linked PDF checklist.

Estimates Near Threshold:

If the estimated costs for services are near the financial threshold and costs are not capped, it is recommended that the Local Agency utilize the requirements of the higher category. If the higher category is not used, then any contract modification or amendment causing the total contract amount to exceed the category threshold would be ineligible for FAHP funding.

As-Needed/On-Call Consultants- Defined:

Consultant contract for services for a number of projects, under task or work orders issued on an as-needed or on-call basis, for an established contract period.

Scope of Services:

The Scope of Services (for selections under \$250,000) or Request for Proposals (for selections at or over \$250,000) shall include a project description, description of required activities including milestone dates and intended bid letting date, and location map. As-needed/on-call solicitations and contract provisions shall include a maximum total dollar amount that may be awarded under a contract, a reasonable maximum length of contract (see

Contract Duration below), and a statement of work, requirements, specifications, or other descriptions to define the services. Additionally, if multiple consultants are to be selected and multiple contracts awarded through a single solicitation, the following must be included: identify the number of consultants that may be selected or contracts that may be awarded and specify the procedures the contracting agency will use in competing and awarding task or work orders among the selected, qualified consultants. Refer to *23 CFR 172.9* for more details.

Inadequate Number of Interested Consultants:

The Federal Highway Administration (FHWA) considers three responses as the minimum number to meet the adequate number of responses requirement. In instances where only one or two qualified consultants responded, evaluation and selection can proceed if the solicitation did not contain conditions or requirements which arbitrarily limited the competition. In this case, the Local Agency shall contact the MDOT Local Agency Program (LAP) Engineer by email, including the following: Project description and location, length of time of advertisement, estimated cost of services, consultants showing interest, past performance information of the consultant(s) (if applicable), and the recommended selection request with reasons. The LAP Engineer will forward the information to the MDOT Development Services Division (DSD) Administrator for review. Upon review of documentation provided, the MDOT DSD Administrator will provide written concurrence to proceed with negotiations with the selected consultant.

Disadvantaged Business Enterprise (DBE):

The Local Agency shall consider the establishment of a contract participation goal in accordance with the FHWA approved MDOT DBE program. The use of quotas or exclusive set-asides for DBE consultants is prohibited. (www.michigan.gov/mdotdbe)

Local Presence/Local Preference:

The Local Agency shall not use local preference as a factor in selection. In addition, when scoring proposals for services at or over \$250,000, DBE participation and local presence combined cannot exceed 10% of the score.

Contract Duration:

Consultant service contracts, including as-needed/on-call selections or contracts, shall not exceed 5 years from the date of advertisement. This includes any contract modifications or extensions of time. The initial contract duration should not exceed 2-3 years, which will allow for potential extensions without exceeding the 5-year time limit.

Record Retention:

The Local Agency shall retain all documents relating to the selection per their current approved procedures for a period of three years beyond the final payment for services and in accordance with *2 CFR 200.333*. Please also refer to the Local Agency's record retention policy, as State law may have longer requirements.

Suspension and Debarment:

The Local Agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract. All consultants and subconsultants should be vetted through the “System for Award Management” (<https://www.sam.gov/>) and keep this documentation in the permanent contract file. (<http://www.fhwa.dot.gov/legregs/directives/orders/20002b.cfm>)

Consultant in a Management Support Role:

Management support roles include, but are not limited to, services where the consultant provides oversight of a project, series of projects, or the work of other consultants and contractors on behalf of the Local Agency and provides specific approval responsibilities and associated controls to another consultant. Due to potential conflicts of interest, the MDOT LAP Engineer must request FHWA written concurrence of the RFP and conflict of interest plan to use federal funds for procuring consultants in a management support role prior to any solicitation of services.

LOCAL AGENCY RESPONSIBLE CHARGE

Per *23 CFR 172.9(d)*, a full-time, public employee of the contracting agency qualified to ensure that the work delivered under contract is complete, accurate, and consistent with the terms, conditions, and specifications of the contract shall be in responsible charge of each contract or project. While an independent consultant may be procured to serve in a program or project management support role, or to provide technical assistance in review and acceptance of engineering and design related services performed and products developed by other consultants, the contracting agency shall designate a public employee as being in responsible charge. A public employee may serve in responsible charge of multiple projects and contracting agencies may use multiple public employees to fulfill monitoring responsibilities.

The Local Agency will designate one, full-time, public employee as their Responsible Charge. This person will be designated on the Local Agency/Consultant or Third Party Agreement and must complete the “Compliance Certification Form”. The Responsible Charge will:

- Know the contract requirements, scope of services to be performed, and products to be produced by the consultant.
- Know the qualifications and responsibilities of the consultant’s staff and evaluating any requested changes in key personnel.
- Schedule and attend progress and project review meetings to assure work is progressing in accordance with established scope of work and scheduled milestones are being met.
- Review the consultant’s invoices to ensure that the costs are allowable and in accordance with the Federal cost principles.
- Ensure that costs are consistent with the contract terms as well as the acceptability and progress of the consultant’s work.

- Evaluate and participate in decisions for contract modifications, document contract monitoring activities and maintain supporting contract records. See Section III for compliance certification form.

CONTRACT MODIFICATIONS

The Local Agency Responsible Charge will evaluate all requests to amend the current contract.

Contract modifications are required for any amendments to the terms of the existing, MDOT approved contract that change the cost of the contract; 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 modification shall clearly define and document the changes made to the contract, establish the method of payment for any adjustments in contract costs, and follow the terms and conditions of the contract and original procurement. Only the type of services and work included within the scope of services of the original solicitation from which a qualifications-based selection was made may be added to a contract.

Contract modifications shall be negotiated following the same procedures as the negotiation of the original contract.

For all additional preliminary engineering, construction engineering, and/or testing services outside of the scope of work established in the original request for proposal, the Local Agency shall:

1. Procure the services under a new solicitation;
2. Perform the work itself using agency staff; or
3. Use a different, existing contract under which the services would be within the scope of work.

The Third-Party Agreement Template uses a cost-plus fixed fee method of payment. Overruns in the costs of the work shall 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.

The Local Agency Responsible Charge shall submit drafts of all contract modifications to the MDOT LAP Engineer for approval by MDOT LAP Section. If applicable, review by Michigan's Office of Commission Audits (OCA) will be required. LAP's authorization must be issued to the Local Agency before the Local Agency authorizes any work relating to the contract modification.

REIMBURSEMENT OF COSTS

The Local Agency Responsible Charge must review all invoices and supporting documentation to verify that the costs claimed have been incurred, are allocable to the contract, and comply with the Federal cost principles (48 CFR 31). The Local Agency must pay the allowable costs, and provide LAP with such documentation, as part of the Local Agency's request for reimbursement. All allowable costs are subject to audit by the Office of Commission Audit (OCA) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles. **All work performed prior to obligation of FAHP funds is not eligible for reimbursement, and it also cannot be used as non-Federal matching funds. Any work completed prior to LAP's authorization (and prior to the completion of OCA's review when applicable) may not be eligible for FAHP funds.**

DISPUTE RESOLUTION

If errors and/or omissions occur and additional costs or reduction in quality occur, an assessment must be made to determine the extent of the design and/or construction engineering consultant's fiscal responsibility for the errors and/or omissions. The procedures the Local Agency must follow are outlined in the Third Party Agreement Template, Section VI "Exhibit C – Dispute Resolution", found on the LAP website, at [Third Party Agreement Template](#).

SELECTION
GUIDELINES

FOR

SERVICE CONTRACTS

Michigan Department of Transportation

Effective April 3, 2025

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1. PART I - GENERAL INFORMATION

1.1 Request for Proposal (RFP)

The MDOT Project Manager and/or Contract Services Division (CSD) are responsible for determining which prequalification classifications, if any, are required for the service. The MDOT Project Manager develops the Request for Proposal (RFP) which is a combination of the scope of work and completed [Form 5100B](#) that gives the consultant/vendors information on the selection.

The Project Manager, with assistance from Contract Services Division and in accordance with these Guidelines, will determine the type of selection needed. In accordance with the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) regulations, Federal Railroad Administration (FRA) and Federal Transit Administration (FTA), professional services (as defined by the Brooks Act below) must be selected using Qualifications-Based Selection (QBS).

Only selections for services utilizing any Federal funding that deviate from these Guidelines will require concurrence from the appropriate Federal entity (FHWA, FAA, FRA, or FTA).

Requests for Proposal (RFPs) for all services greater than \$250,000 will be posted on MDOT's website.

1.1.1 Brooks Act

Brooks Act services for projects valued at \$250,000 or more, are defined as “professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph; professional services of an architectural or engineering nature performed by contract that are associated with planning, development, design, construction, alteration, or repair of real property; and such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.”

1.1.2 Qualifications-Based Selection (QBS)

The Michigan Department of Transportation (MDOT) uses a QBS process, low bid process, or a best value process, for procuring services. QBS is a procurement process for the competitive selection of services under which the most competent consultant/vendor is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than cost. Cost cannot be considered when selecting a consultant/vendor utilizing the QBS process. Fair and reasonable cost is negotiated with the selected consultant/vendor for the agreed-upon scope of services.

NOTE: All selections of services defined in the Brooks Act, for any estimated dollar value, will be completed using QBS criteria. Low Bid, or Best Value selections are not permitted. All selections other than those defined in the Brooks Act must include price of service as a consideration. Qualifications/low bid, low bid, or best value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1.1.3 Request for Proposal Advertisement Period

On a quarterly basis, MDOT will post on the website a list of potential service opportunities that are anticipated to be advertised during that quarter. These are services that will exceed \$250,000. This list is for informational purposes only and does not guarantee that all services listed will be advertised. If the advertised service was not on a prior quarterly anticipated listing, additional advertisement time may be required.

Federal funding and whether engineering services are required for the project will also affect the amount of time a project is advertised. Projects without Federal funding (100% State funded) in the project phase being advertised (i.e. PE, PE-S, CON, etc.) AND with engineering, architecture, or surveying services required, may be advertised for one (1) week or two (2) weeks if using the 100% State funded Expedited Contracting Process and depending upon the complexity of the proposal deliverables. For 100% State funded projects using the 100% State funded Expedited Contracting Process with engineering, architecture, or surveying services required, scopes requiring the submittal of an Understanding of Service section (see Section 3.2.1 Understanding of Service and Innovations (If Applicable)) must be advertised for 2 weeks. For 100% state funded projects using the 100% State funded Expedited Contracting Process with engineering, architecture, or surveying services required, that do not require the submittal of an Understanding of Service, the projects may be advertised for either one (1) or two (2) weeks depending upon the complexity of the project and will be at the MDOT Project Manager's discretion. For projects with any Federal funding in the project phase, see the typical advertisement period table below.

Following are typical advertisement periods:

Federally Funded Phases

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	Yes or No	No	21 Calendar Days
	Yes or No	Yes	14 Calendar Days
Over \$500,000	Yes or No	Yes or No	28 Calendar Days

State Funded Phases (100% State Funded using the 100% State Funded Expedited Contracting Process)

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	No	No	21 Calendar Days
	No	Yes	14 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days
Over \$500,000	No	Yes or No	28 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days

If MDOT determines that an advertisement period shorter than listed in the above table is warranted due to the nature of the work or timeline, Region Engineer/Division Administrator approval will be obtained, and MDOT will indicate on our advertisement page the “Shortened Advertisement Period”. MDOT will also put a note in either the paper file or an electronic file detailing the justification for the shortened advertisement period. **Advertisements with Federal funding in the project phase shall not be less than 14 days.** Only in very unusual circumstance and with the approval of FHWA, can the minimum 14-day advertisement period be reduced on projects with Federal funding in the project phase.

1.2 Tiers

This Guideline defines the type of RFP based on the estimated cost of the service. Projects are categorized based on estimated service fees in the following manner:

RFP Type	Anticipated Service Cost
Tier I	\$0 - \$250,000
Tier II	\$250,000 - \$1,500,000
Tier III	\$1,500,000 and Over

Consultants/vendors selected using the QBS process will be requested to submit a priced proposal after selection (not with their response to the RFP). If any problems occur during the contracting process that do not allow MDOT to contract with the selected consultant/vendor, the next qualified consultant/vendor based on QBS, best value, or low bid will be considered for the contract.

All approved selections will be placed on the MDOT website.

1.3 Independent Cost Estimates

MDOT Project Managers are responsible for providing independent cost estimates as related to the selection to determine the appropriate RFP Tier. These cost estimates must be completed prior to advertisement.

1.4 Selection Team

Selection Team Members shall consist of at least three persons which will include at least one member from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members. In addition, 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a Central Selections Review Team (CSRT) delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity. For QBS Tier III selections, the Selection Team will consist of two members of the CSRT, the MDOT Project Manager, and two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members. For Best Value and Low Bid Tier III selection the Selection Team will be comprised of at least four people, including a CSRT member, and at least one of the remaining three members of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

Unless another individual is appointed by the Division Administrator, Bureau Director, Office Director/Administrator, or Region Engineer in writing to perform all the duties of a Project Manager through selection, the Project Manager will be part of the Selection Team. Any deviation from the Selection Team make up will require Region Engineer/Division Administrator approval. Specific selection team requirements are identified under each selection type further in this document.

1.4.1 Selection Team Member's Conflict of Interest

The Project Manager, or otherwise appointed individual to perform the duties of the Project Manager through selection, must assure that no member(s) on the team has any appearance of a conflict of interest. Any member that has a conflict of interest shall be removed from the Selection Team. If there is participation on the Selection Team from non-MDOT employees, they must complete [Form 5100F](#).

1.5 Conflict of Interest

The consultant/vendor must identify its status as it relates to a conflict of interest or perceived conflict of interest for each project on which a proposal is submitted. This status must be identified and described, as applicable, on Form 5100D. Consultants can find the Conflict of Interest Guidance document on MDOT's website.

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of three (3) business days prior to the date and time that the proposal is due unless otherwise stated in RFP. The MDOT Project Manager will strive to send the questions with the appropriate responses to MDOT-CSD-Selections@michigan.gov with sufficient time to post these Questions/Answers on the MDOT [e-Proposal](#) website within 48 hours of receipt of the questions. The names of the consultant/vendors submitting questions will not be disclosed.

Responses to questions posted on MDOT's [e-Proposal](#) website officially act as a modification/amendment to the RFP. It is the responsibility of the Consultant to monitor the website, and implement any changes into their responses, as applicable.

The employees of the proposing consultant/vendors may not contact any MDOT staff, including members of the Selection Team, other than the MDOT Project Manager, or their designee, to obtain information regarding the RFP. Such contact may result in disqualification.

1.7 Addenda to RFP

If it becomes necessary to revise any part of the RFP, addenda will be posted on the MDOT [e-Proposal](#) website. It is the responsibility of the Consultant to monitor the [e-Proposal](#) website, and implement any changes into their responses, as applicable.

1.8 News Releases

Any news release(s) pertaining to the RFP or the services, study, data, or project to which it relates will not be made without prior written MDOT approval, and then only in accordance with the explicit written instructions from MDOT.

1.9 Disclosures

The information provided in the consultant/vendor's proposal will be kept confidential by MDOT. However, all information in a consultant/vendor's proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

The consultant/vendor may contact MDOT Contract Administration staff at any time with general questions concerning the selection and/or contracting process.

1.10 Business Requirements for MDOT Projects

Several business requirements must be met by MDOT vendors prior to contract award. These requirements include: registration with the Michigan Department of Licensing and Regulatory Affairs (LARA) to perform business within the state of Michigan and satisfaction of the Michigan “2/3rds Principal” rule as detailed in the following sections.

1.10.1 Non-Prequalified Services

If prequalification is not identified in the RPF, all vendors who feel they are qualified to perform the service may submit a proposal. If selected, the vendor will need to provide proof of company registration with the State of Michigan and may need to demonstrate compliance with the Michigan “2/3rds Principal” rule (see Section 1.10.1.2 Michigan “2/3rds Principal” Rule for additional information) if providing professional services. Eligibility requirements must be met before contract award.

1.10.1.1 Michigan Business Registration

In accordance with the [Michigan Business Corporation Act](#) and the [Michigan Nonprofit Corporations Act](#), all foreign and domestic vendors seeking to provide non-prequalified services to the department must be able to supply proof of registration with LARA.

To gain approval from LARA or for assistance regarding the Michigan Business Corporation Act or the Michigan Nonprofit Corporations Act, please contact LARA’s Corporations Division office at (517) 241-6470 or [LARA’s Corporations Division website](#).

1.10.1.2 Michigan “2/3rds Principal” Rule

If your firm is contracting to provide professional services in architecture, professional engineering or professional surveying, Article 20 of the Michigan Occupational Code, P.A. 299 of 1980, as Amended, requires that at least 2/3 of the principals of the firm be licensed in Michigan in one or more of the professions.

Questions regarding this policy or the Michigan Occupational Code may be obtained by contacting the Michigan Department of Licensing and Regulatory Affairs (LARA) Design Boards office at (517) 241-0199 or by accessing LARA’s Website, [Department of Licensing and Regulatory Affairs](#).

To gain approval from the Michigan Department of Licensing and Regulatory Affairs, under MCL 339.2010(2), please apply for Firm Approval using the Bureau of Professional Licensing’s online portal, MiPLUS. For assistance applying for firm approval, please view [How to Request Firm Approval](#) and/or contact the Bureau of Professional Licensing directly via phone at (517) 241-0199 or email at BPLHelp@michigan.gov.

1.10.2 Prequalification

Some services will require a consultant/vendor to be prequalified to be eligible to participate in

the selection. For these services, the RFP will clearly state what prequalification classification(s) is required. Interested submitters must be approved in the applicable prequalification classifications listed in the RFP at the time the proposals are due. To become prequalified, a consultant/vendor must submit an application to MDOT's Contract Services Division (CSD). To acquire information on what services MDOT prequalifies for and how to become prequalified, view the [prequalification application](#).

1.10.2.1 Primary Prequalification Classification

MDOT's Request for Proposals (RFP's) will identify both primary and secondary prequalification classification requirements, as determined for each project. To be eligible to submit a proposal on a project, a company must have obtained an approved prequalification status in the applicable prequalification classification(s) listed in the RFP on, or prior to, the proposal due date. The requirements to perform the specific work classifications are as follows:

The prime consultant/vendor must be prequalified in all primary prequalification classifications identified on the RFP. They may, however, subcontract out work identified under the primary prequalification classification(s) to another prequalified consultant/vendor.

1.10.2.2 Secondary Prequalification Classification

The prime consultant is not required to be prequalified in the secondary prequalification classification(s) identified on the RFP. The work, however, must be performed by a prequalified consultant/vendor, which may be either the prime consultant/vendor or a subconsultant/vendor.

In all cases, the prime consultant must perform at least 40% of the services, by dollar value, unless otherwise specified in the RFP.

In all cases, tier one subconsultant(s) must perform at least 50% of the services, by dollar value of their subcontract, unless otherwise specified in the RFP.

If a priced proposal is received where the tier one subconsultant is not performing at least 50% of the service by dollar value of the tier one subcontract, then CSD Division Administrator approval is required. CSD Administrator approval/denial of the exception request will be retained in the contract file within Contract Services.

Consultants are not permitted to Joint Venture for the purpose of prequalification or for the purpose of submitting project proposals. As stated above, subconsulting is permitted as long as the subconsultant is prequalified to perform the intended services and the subconsultant work does not exceed the previously specified percentage of the total dollar amount of the contract.

If the consultant/vendor team does not meet these prequalification requirements, the proposal will be rejected. The prequalification requirements for a service should remain unchanged

throughout the selection process. In the event that the requirements do change during the posting period, the information will be provided to the consultant/vendors on the website.

To ensure a complete consultant/vendor pool, MDOT may advertise such services in newspapers, periodicals or determine other methods in addition to placing information on the MDOT website.

1.11 Disadvantaged Business Enterprise (DBE)

The DBE participation contract goal is specified in the RFP. DBE participation [Form 0182](#) must be submitted to the individual specified in the RFP with the priced proposal, or during contract negotiations. The prime consultant/vendor shall select DBEs to perform, at minimum, work which corresponds in dollar value to the DBE participation goal. DBEs must perform a commercially useful function as required by 49 CFR §26.55 of the Federal Register and by contractual requirements.

If the consultant is unable to achieve DBE participation totaling, at minimum, the amount required by the contract, the consultant must state their intent to apply for a Good Faith Effort (GFE) modification or waiver of the DBE participation goal using [Form 0182](#). If neither the form nor the statement is provided, the proposal will be considered non-responsive and not eligible for contract award. [Form 0182](#) may also be required to be submitted if a contract amendment or authorization revision results in the DBE requirement not being achieved.

DBEs may provide prequalified or non-prequalified services. If prequalification is required, credit may be given only for firms who are both prequalified and DBE-certified in the applicable prequalification classification. Only DBEs who are currently certified and listed on the web-based Michigan Uniform Certification Program (MUCP) database are eligible for DBE participation credit: A MUCP is linked directly to the MDOT Web site at [MDOT - Disadvantaged Business Enterprise](#). Under "Directories," select the "Search MUCP DBE Directory for all certified DBEs in Michigan" link.

1.12 Title VI Notice to the Public

It is the Michigan Department of Transportation's (MDOT) policy to ensure no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not, as provided by Title VI of the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987. Any person who believes his/her Title VI protection has been violated may file a complaint with MDOT's Title VI Coordinator. Title VI complaint forms and/or advice may be acquired by calling (517) 241-7462 or by visiting the Department's [Title VI website](#).

1.13 Rejection of Submittals

MDOT reserves the right to reject any and all proposals, technical proposals and/or bids received

as a result of any RFP. MDOT will not pay for the information solicited or obtained as a result of a consultant/vendor's response to any RFP. MDOT may, at its discretion, cancel the selection after approval, prior to contract award for any project.

1.14 Acceptance of Proposal Content

The content of a proposal, technical proposal, and bid will become contractual obligations. Failure of the successful proposer to accept these obligations may result in termination of the contract.

1.15 Notice of Selection

The Selected consultants will be posted to MDOT's website after applicable approvals have been received. Total scores, and Bid Amount where applicable, will be provided for all proposals on selections made in Tiers II and III. Only the selected Consultant's name will be provided; however, each consultant will receive their individual score sheet from MDOT via e-mail. This will enable each proposing consultant to compare their scores with the other proposers.

1.16 Debriefing

Feedback may be provided by Project Managers for all Tier II and Tier III selections at the request of the consultant. Feedback will be provided via phone, e-mail, or in person, as determined by the MDOT Project Manager.

1.17 MDOT Digital Signatures

MDOT mandates the use of OneSpan, a cloud-based digital signature software, when signing consultant contracts and amendments. No additional software or user accounts are necessary for utilizing OneSpan. MDOT will initiate the signing process once all internal contract reviews and approvals are complete.

For all other consultant contract and invoicing-related documents - such as prequalification forms, RFP proposal responses, selection forms, price proposals, subcontracts, and invoices - any electronic signature method is acceptable. For further information on MDOT's digital signature requirements, please visit the [MDOT Digital Signature Program](#) website.

2. PART II - PROCESS STEPS

2.1 Selection - Tier I - Services Estimated at Less than \$250,000

The Tier I process is separated into two (2) separate processes:

- QBS selections process
 - o This process must be utilized **only for projects with engineering, architectural, or surveying services**
- Non-QBS selections process
 - o This process must be utilized **only for projects without engineering, architectural, or surveying services**

These two processes are described in detail below.

2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, required proposal deliverables, and an anticipated schedule. It also indicates what prequalification classifications, both primary and secondary, are required.
2. The final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer of Development or designated approver for Region/TSC managed design jobs; Associate Region Engineer of Operations or designated approver for Region/TSC construction and operational jobs; or the appropriate Section Manager or designated approver for jobs managed by Central Office Bureaus. The approver will electronically stamp the Scope of Services, and return the document to the Project Manager.
3. For Tier I Selections, the Project Manager is required to contact at least one company from the Small Business Program (SBP), which includes all Disadvantaged Business Enterprise (DBE), if such are available for the required Primary prequalification categories. If this a specialty service with no prequalification category, there is no SBP/DBE contact requirement.
4. The MDOT Project Manager will review the prequalification list and send the scope to a minimum of three consultant/vendors by e-mail for their availability to perform the service. A qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) will be performed to select the preferred vendor. **Vendors cannot provide any cost information at this time.**
5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and

time indicated. [Form 5100D](#) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

6. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), providing supporting comments about each of the consultant/vendors that submitted, and attaching the System Manager (or designee) approved scope of services and completed cost estimate.
7. Review of all recommended selections will be completed by the Chair of the Central Selections Review Team. If the selection has been properly conducted, with adequate supporting documentation, the Chair may approve the selection. If there are any questions about the selection, the Chair may contact the Selection Analyst for assistance.
8. Once the selection is approved, MDOT will seek to contract with the selected consultant/vendor.
9. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Services selected by this process cannot include engineering, architectural, or surveying services in which price must be a factor in selection and cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.

1. The MDOT Project Manager will assemble completed cost estimate, a scope of work which includes details of the services needed, an anticipated schedule, and any project-specific experience/equipment requirements for the successful proposer. The MDOT Project Manager will also assemble a bid sheet for the required services.
 2. The CSD Scope Specialist must review the scope/bid sheet and contact the Project Manager prior to the Project Manager contacting the consultants/vendors.
 3. The Project Manager will send the scope to at least three consultant/vendors that can provide the service via e-mail and will determine the most qualified consultant/vendor using evaluation criteria appropriate for the service. The selection of these services must utilize either a Low Bid or Best Value Selection. See Sections 2.4 Low Bid Selections and 2.5 Best Value Selections for additional information regarding these selection types.
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4. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. [Form 5100D](#) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.
5. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), completed and signed individual form 5100C BV scoresheets for each consultant, and attaching the CSD Scope Specialist approved scope of services.
6. Review of all recommended selections will be completed by the Chair of the Central Selections Review Team. If the selection has been properly conducted, with adequate supporting documentation, the Chair may approve the selection. If there are any questions about the selection, the Chair may contact the Selection Analyst for assistance.
7. Once the selection is approved, MDOT will seek to contract with the selected consultant/vendor.
8. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

Services selected by this process may include Federal funding.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.

The Following documentation will be submitted to the CSD Scope Specialist for review:

- a. The completed Checklist to Designate Areas of Evaluation for RFP (5100B), which shows what elements the consultant/vendor is required to submit in the proposal.
- b. Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts for project.
- c. Scope of Services

2. After review and any modifications of the RFP by the CSD Scope Specialist, the Selection Analyst will post the RFP on the [e-Proposal](#) website.
3. The Selection Team should establish the consensus meeting date at this time.
4. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.
5. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than seven pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority. These forms will not be included in the page limitations.
6. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.
7. The Selection Team will review all proposals submitted by the consultant/vendors for compliance as listed in these guidelines and the RFP. Any proposal received after the due date/time or not prepared in accordance with the Consultant/Vendor Selection Guidelines must be rejected.
8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.
9. QBS Tier II Selections
 - a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.
 - b. Final approval of all Tier II selections will be performed by the Region Engineer/Division Administrator or the Bureau Director
 - c. CSRT will not approve Tier II Selections. The selections will be presented to CSRT for information only.
10. QBS Tier III Selections
 - a. The Selection Team will consist of:
 - i. Two members of the CSRT,
 - ii. The MDOT Project Manager

- iii. Two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

The Selection Analyst will notify the two assigned CSRT members at the time of posting of the RFP and the Project Manager will contact the assigned CSRT members to coordinate the proposal evaluation meeting. The Project Manager will be required to designate and notify the remaining team members.

11. The Selection Team will evaluate each consultant/vendor's proposal by completing [Form 5100C](#) individually. After each submitting consultant/vendor is scored individually by everyone on the Selection Team, the Selection Team should hold a consensus meeting where [Form 5100C](#) should be filled out for each submitting consultant/vendor with consensus comments and scores. Please note that comments are required for each scoring criteria being evaluated.
12. Where presentations are required, the selection team will score the proposals to determine who is eligible for shortlisting for the presentation. Except in cases of insufficient response to the solicitation, a minimum of three consultant/vendors will be shortlisted for the presentation. The MDOT Project Manager will contact the shortlisted consultants/vendors to schedule their presentations with at least 3-weeks' notice, **unless otherwise stated in the RFP**. If a written supplement to the technical proposal is required, the RFP will specifically define its requirements. The selection team will score the presentation and written supplement to the technical proposal (if required), adding this score to the original shortlisting scoresheets. All consensus scoresheets along with the Selection Team Action Sheet, will be sent to the selection analyst for review.

For more information regarding presentation, see **3.2.6 Presentations**.

13. Where presentations are not required, the Selection Team will recommend the most qualified consultant/vendor from the information in the proposals.
14. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst. When presentations are not required, the CSRT Action Sheet will indicate which consultant/vendor's proposal had the highest score.
15. The Selection Analyst will review the information and take appropriate action to work with the Selection Team until all selection material is acceptable.
16. If MDOT receives only one response to an RFP and the Selection Team determines the response acceptable, approval by the CSRT Chair is required. See Section 2.7.3 Inadequate Competition (Single Bidder) Selections for process details.
17. Results of selection approvals will be posted on the MDOT website and the MDOT Project Manager will be notified of those results prior to posting.

18. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process - Services Estimated Greater than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot include any Federal funding in the project phase (i.e. PE, PE-S, CON, etc.).

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, required proposal deliverables, advertisement period for the scope, and an anticipated schedule. It also indicates what prequalification classifications, both primary and secondary, are required.
 - a. If an Understanding of Service is required in the vendor response, the advertisement period must be 2 weeks
 - b. If an Understanding of Service is not required in the vendor response, the advertisement period may be either 1 week or 2 weeks.
 - i. The Project Manager may specify a specific Key Issue directly related to the project for the vendor responses to address without requiring an Understanding of Service
2. The final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer of Development or designated approver for Region/TSC managed design jobs; Associate Region Engineer of Operations or designated approver for Region/TSC construction and operational jobs; or the appropriate Section Manager or designated approver for jobs managed by Central Office Bureaus. The approver will electronically stamp the Scope of Services, and return the document to the Project Manager.
3. The Project Manager will submit the following information to MDOT-CSD-Selections mailbox@michigan.gov:
 - a. Final scope with System Manager (or designee) electronic stamp
 - b. Completed Cost Estimate
 - c. Scope review checklist stamped by the System Manager (or designee)
4. CSD will post the scope on the [e-Proposal](#) website.
5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. Form 5100D must be submitted with all proposals and must be signed by a

consultant/vendor representative with contracting authority.

6. The MDOT Project Manager, along with the Associate Region Engineer of Development, Associate Region Engineer of Operations, Central Section Manager, or designee, will perform a qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) to select the preferred vendor.
7. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), providing supporting comments (no numerical scores) about each of the consultant/vendors that submitted, the System Manager (or designee) approved scope of services and attaching all proposals received from the consultants/vendors.
8. Review of all recommended selections will be completed by the Chair of the Central Selections Review Team. If the selection has been properly conducted, with adequate supporting documentation, the Chair may approve the selection. If there are any questions about the selection, the Chair may contact the Selection Analyst for assistance.
9. Once the selection is approved, MDOT will seek to contract with the selected consultant/vendor.
10. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.4 Low Bid Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. Low Bid or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.
2. The Following documentation will be submitted to the CSD Scope Specialist for review:
 - a. The completed Checklist to Designate Areas of Evaluation for RFP ([5100B](#)), which shows what elements the consultant/vendor is required to submit in the proposal
 - b. Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts

- for the project.
- c. Scope of Services
 - d. A bid sheet identifying the bid items and place for consultant/vendor signature and total bid price and a cost derivation sheet (if applicable).
3. After review and any modifications of the RFP by the CSD Scope Specialist, the Selection Analyst will post the RFP on the [e-Proposal](#) website.
 4. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.
 5. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than 7 pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages per person. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority. These forms will not be included in the page limitations.
 6. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.
 7. The Selection Team will review all proposals submitted by the consultant/vendors for compliance as listed in these guidelines and the RFP. Any proposal received after the due date/time or not in accordance with the Consultant/Vendor Selection Guidelines must be rejected.
 8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.
 9. Low Bid Tier II Selections
 - a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.
 - b. Low Bid Tier II selections will be presented to the Region Engineer/Division Administrator or the Bureau Director for approval and CSRT for information only.
 10. Low Bid Tier III Selections

- a. A member of the CSRT will serve on the Selection Team. The Selection Analyst will notify the CSRT member at the time of posting of the RFP and the Project Manager will contact the CSRT Member to coordinate proposal evaluation meetings.
 - b. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst.
 - c. Low bid Tier III Selections will be presented to CSRT for information only.
11. If MDOT receives only one response to an RFP and the Selection Team determines the response acceptable, approval by the CSRT Chair is required. See Section 2.7.3 Inadequate Competition (Single Bidder) Selections for process details.
 12. MDOT will seek to contract with the bidder with the lowest acceptable bid. MDOT will post the bid amounts on the MDOT website when the selection is approved.
 13. If for any reason contracting is unsuccessful, the Project Manager may proceed to the next lowest bidder and approved vendor from the original selection.

2.5 Best Value Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. Low Bid or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.
2. The Following documentation will be submitted to the CSD Scope Specialist for review:
 - a. The completed Checklist to Designate Areas of Evaluation for RFP ([Form 5100B](#)), which shows what elements the consultant/vendor is required to submit in the proposal
 - b. Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts for the project.
 - c. Scope of Service.
 - d. A bid sheet identifying the bid items and place for consultant/vendor signature and total bid price and a cost derivation sheet (if applicable).
 - e. The scoring criteria and point values that will be used for the best value selection. The following five scoring criteria are required; however, the points possible per scoring criteria may vary. (1) Understanding of Service (2) Qualifications of Team; (3) Past Performance; (4) Location; (5) Price. Any other scoring criteria may be added.

*** Note: Best Value scoring criteria will be approved by CSRT prior to the RFP being posted if it deviates from the standard Best Value scoring Criteria listed below.***

The following is the CSRT approved Best Value scoring criteria:

3. SCORING (130 Points)

Proposed Selection Criteria and Total Possible Points

Understanding of Service – 30 Points

Describe your understanding of the service to be provided.

Qualifications of Team – 40 Points

Describe your team, the roles of key personnel, and a project organizational chart.
Provide resumes for key personnel.

Past Performance – 20 Points

Provide references and examples of similar work performed.

Price – 35 Points

CSRT approved formula: $\frac{\text{low bid}}{\text{bid}} * \text{points assigned}$

Completed bid sheet required.

(Price must be at least 25% of overall points assigned)

Location – 5 Points

Indicate the percentage of work that will be performed in Michigan.

4. CSD will present proposed scoring criteria if it deviates from the scoring criteria identified above to CSRT for their approval prior to advertisement of the RFP.
5. After review and any modifications of the RFP by the CSD Scope Specialist, the Selection Analyst will post the RFP on the [e-Proposal](#) website.
6. The Selection Team should establish the consensus meeting date at this time. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.
7. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than 7 pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages per person. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.
8. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.
9. The Selection Team will review all proposals submitted by the consultant/vendors for compliance with the Consultant/Vendor Selection Guidelines. Any proposal received after the due date/time or not in accordance with the Consultant/Vendor Selection Guidelines

must be rejected.

10. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

11. Best Value Tier II Selections

- a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.
- b. Final approval of all Tier II selections will be done by the Region Engineer/Division Administrator or the Bureau Director.
- c. CSRT will not approve Tier II Selections. The selections will be presented to CSRT for information only.

12. Best Value Tier III Selections

- a. A member of the CSRT will serve on the Selection Team. The Selection Analyst will notify the CSRT member at the time of posting of the RFP and the Project Manager will contact the CSRT Member to coordinate proposal evaluation meetings.
- b. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst.

13. Score sheets will be submitted to CSRT for final approval. The Selection Team will evaluate each consultant/vendor's proposal by completing [Form 5100C-BV](#) individually. After each submitting consultant/vendor is scored individually by everyone on the Selection Team, the Selection Team should hold a consensus meeting where [Form 5100C-BV](#) should be filled out for each submitting consultant/vendor with consensus comments and scores. Please note that comments are required for each scoring criteria being evaluated.

14. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst. When presentations are not required, the CSRT Action Sheet will indicate which consultant/vendor's proposal had the highest score.

15. Where presentations are required, the selection team will score the proposals to determine who is eligible for shortlisting for the presentation. Except in cases of insufficient response to the solicitation, a minimum of three consultant/vendors will be shortlisted for the presentation. The MDOT Project Manager will contact the shortlisted consultants/vendors to schedule their presentations with at least 3-weeks' notice, **unless otherwise stated in the RFP**. If a written supplement to the technical proposal is required, the RFP will specifically define its requirements. The selection team will score the presentation and written supplement to the technical proposal (if required), adding this score to the original shortlisting scoresheets. All consensus scoresheets along with the Selection Team Action

Sheet, will be sent to the selection analyst for review.

For more information regarding presentation, see **3.2.6 Presentations**.

16. Where presentations are not required, the Selection Team will determine the selected consultant/vendor from the information in the proposals.

The CSRT will review the information and approve or take appropriate action to work with the Selection Team and/or Selection Analyst until an approved selection is made.

17. If MDOT receives only one response to an RFP and the Selection Team determines the response acceptable, approval by the CSRT Chair is required. See Section 2.7.3 Inadequate Competition (Single Bidder) Selections for process details.
18. Results of approved selection will be posted on the MDOT website and the MDOT Project Manager will be notified of those results prior to posting.

2.6 Multi-Vendor As-Needed Selections (Two-Tier Process)

In accordance with 23 CFR 172.9(a)(3)(iv)(B)(2), all selections for as needed services in which more than one vendor is selected to perform the as-needed service(s), an additional Qualifications-Based Selection procedure (second tier selection) must be performed to select the most qualified consultant for each specific task. The exceptions to this rule are:

1. When multiple vendors are selected to perform as-needed inspection, testing, as-needed CE, etc. on construction projects, and unique items of work or areas of work are assigned to each vendor, on the RFP that was advertised, a single-tier, QBS selection may be performed. The MDOT Project Manager would select the vendor assigned to the specific task, locations, etc. to perform the as-needed work, without any additional documentation.
2. When multiple vendors are selected to perform tasks uniquely assigned to each vendor on the same project (i.e. Vendor #1 is assigned Work Zone Maintenance of Traffic, Vendor #2 is assigned Roadway Design), the MDOT Project Manager would select the vendor assigned to the specific task to perform the as-needed work, without any additional documentation.
3. The total project value does not exceed \$250,000 and was advertised as a Tier I selection.

After completion of the first tier of the selection process, the Project Manager must complete a second, Qualifications-Based Selection which identifies the most qualified vendor for all specific task assignments. This second-tier Qualifications-Based Selection should consider the vendor qualifications, vendor availability, etc. The Project Manager may choose to solicit a short (1-page) Statement of Qualifications (SOQ) from each of the vendors within the pool of available vendors for each specific work task or, may choose to determine the most qualified vendor without a second SOQ submittal from the vendors. Regardless of the selected method of secondary qualifications review, the second-tier selection must be documented on the [5100K](#)

form. For all second-tier selections, with the exception of construction phase services, a copy of this [5100K](#) form should be provided to the Contract Services Division with the Contract Request Form ([Form 5105](#)). For construction phase services, the signed and dated [5100K](#) form will be retained in the Project Manager's project file.

2.7 Non-Competitive Selection Types

Noncompetitive Procurement (as specified in 23 CFR 172.7(a)(3)) involves the procurement of engineering and design-related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. This type of procurement may only be used under controlled circumstances and must follow the applicable approval process defined below:

Non-Competitive Selection Type	Definition	Approval
Sole Source	The service is available only from a single source	CSRT Chair
Inadequate Competition (Single Bidder)	After solicitation of a number of sources, competition is determined to be inadequate	CSRT Chair
Emergency	There is an emergency which will not permit the time necessary to conduct competitive negotiations	FHWA

2.7.1 Sole Source Selections

The following procedure will be followed to attain CSRT Chair review and approval of Sole Source procurement requests:

1. The MDOT Project Manager will provide a written justification via email for the use of the noncompetitive procurement selection to the Selection Analyst.
2. The Selection Analyst reviews the information provided by the MDOT PM and forwards the information to CSRT Chair via email for review and approval.
3. The CSRT Chair will respond to the sole source request via email with approval/denial of the request.
4. CSRT Chair approval/denial of the selection will be retained in the project file within Contract Services.

2.7.2 Emergency Selections

There are two (2) situations in which the Emergency Selection process may be followed:

1. Emergency Relief (ER) Funding Eligible Events (Refer to Section 2.7.2.1) – events when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause. Only facilities classified as arterials, urban collectors or major rural collectors impacted by these events are eligible for ER funds. Facilities classified as minor rural collectors or local roads are not eligible for ER funding even if other Federal-aid funds have been used on those facilities. These routes may be eligible for Federal Emergency Management Assistance (FEMA) in some cases. Use of ER funds require Governor's or President's Declaration of an Emergency or Disaster. For example, a major flooding event which damages a vast area or large number of facilities. See Title 23, U.S.C, Section 125 for additional information regarding Emergency Relief Funding.
2. Non-Emergency Relief Funding Eligible Events – (Refer to Section 2.7.2.2) roads and/or bridges on Federal-aid highways damaged as a direct result of a natural disaster or catastrophic failure from an external cause. These situations are not required to be major events requiring substantial response, but rather smaller events which have significant impacts to the public and do not result in the Governor's or President's Declaration of an Emergency or Disaster.

2.7.2.1 Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause and results in a Governor's or President's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. After the disaster occurs, the Governor or President must declare an emergency or disaster.
2. After a state of emergency or disaster is declared, the MDOT Safety and Security Administration Administrator will contact the Contract Services Administrator to notify the Contracts Unit a state of emergency or disaster has been declared by a Governor's or President's Declaration, and a FHWA Acknowledgement letter indicating the event meets the criteria to qualify as an ER event has been issued. The FHWA Acknowledgement letter gives MDOT the authorization/approval to begin procuring engineering services, and eligibility for ER funding.
3. MDOT will determine if there are any as-needed contracts already in place that may be utilized for the relief efforts. If as-needed contracts are available, they should be utilized to the extent possible to aid in relief efforts. All costs incurred under an as-needed contract that are eligible for ER reimbursement must be tracked separately and submitted for reimbursement.
4. For any services that cannot be procured via an existing as-needed contract, the MDOT Project Manager will provide a written letter of intent for the use of the emergency

procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator via email. This letter of intent must have the Declaration of Emergency/Disaster attached and provide preliminary estimates of the damages to the Federal-aid facilities.

5. The Contract Services Division Administrator reviews the information provided by the MDOT PM.
6. Upon acknowledgement of the Emergency Relief Funding request by FHWA, the MDOT PM must prepare a scope of work, and may contact one MDOT prequalified consultant/vendor by phone or e-mail about their availability to perform the required services.
7. The Project Manager will complete the 5100E and other documents as required, submit it together with the Scope of Services and send to MDOT-CSD-Selections@michigan.gov.
8. Review and approval of the recommended vendor will be completed by the Chair of the Central Selections Review Team.
9. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work (prior to negotiations) to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days unless approved by FHWA for extenuating circumstances. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the ER work.

2.7.2.2. Non-Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when an unforeseen situation occurs which puts the health, safety, and/or welfare of the public at risk and does not lead to a Governor's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. The MDOT Project Manager will provide a written justification via email for the use of the emergency procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator. This written justification must describe how the event which necessitates the emergency procurement places the public health, safety, and/or welfare at risk.

2. The Contract Services Division Administrator reviews the information provided by the MDOT PM and forwards the information to the MDOT's Safety and Security Administration Administrator, via email for review and approval and to the appropriate Area Engineer at FHWA for information.
3. MDOT will then determine if there are any as-needed contracts already in place that may be utilized for the emergency event. If as-needed contracts are available, they should be utilized to the extent possible.
4. For services that cannot be procured via an existing as-needed contract, the MDOT PM must prepare a scope of services and contact at least three prequalified consultants/vendors by phone or e-mail about their availability to perform the service. If the service complies with the Brooks Act, a qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) will be performed to select the preferred vendor. If the service does not comply with the Brooks Act, the Project Manager will contact at least three consultants/vendors that can provide the service and will determine the most qualified consultant/vendor using evaluation criteria appropriate for the service. The selection of non-Brooks Act services must utilize either a Low Bid or Best Value Selection. See Sections 2.4 Low Bid Selections and 2.5 Best Value Selections for additional information regarding these selection types.
5. The Project Manager will complete the 5100E and other documents as required, and send to MDOT-CSD-Selections@michigan.gov.
6. Review and approval of the recommended vendor will be completed by the Chair of the Central Sections Review Team.
7. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution of the LTEC. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work prior to negotiations to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the emergency event work.

2.7.3 Inadequate Competition (Single Bidder) Selections

If after solicitation of a number of sources, it is determined there is insufficient competition to

perform a competitive selection. The following procedure will be utilized to attain CSRT Chair review and approval of inadequate competition procurement requests:

1. The Selections Analyst will send an inadequate competition procurement request to the CSRT Chair. The request will contain the vendor's name, a description of work, advertisement period, and estimated cost of service.
2. The CSRT Chair will respond to the inadequate competition request via email with approval/denial of the request.
3. CSRT Chair approval of the request will be retained in the project file within Contract Services.

3. PART III – PROPOSAL REQUIREMENTS AND SCORING

3.1 Proposal Forms

3.1.1 Form 5100D – Request for Proposal Cover Sheet

The first page of the proposal must be [Form 5100D](#), Proposal Cover Sheet, which is to be completed by the Prime Consultant/Vendor. The cover page must be signed by a consultant/vendor representative with contracting authority. This cover page will **not** be included in the page limitations for any Tier and the information provided will not be a basis of scoring.

[Form 5100D](#) identifies the following Items:

1. Prime and subconsultant/vendor information, applicable Service Prequalification roles as listed in the RFP, and whether those prequalification roles are to be counted toward DBE goals.
2. Documentation that the consultant/vendor has read and understands MDOT's policy regarding conflicts of interest. Consultant/vendor must also certify that there is no conflict of interest with the subject project. If there is a conflict with the subject project, then the consultant/vendor needs to describe the conflict. **MDOT considers it a conflict of interest for a consultant/vendor to represent more than one party in relation to any given project regardless of which phases of the service are involved. Conflict of interest includes a proposal for a consultant/vendor to perform services for MDOT and the construction contractor on the same construction project.**
3. Consultants can find [Conflict of Interest Guidance](#) on MDOT's website.
4. Documentation of the key personnel and the average number of hours per week for the period of time they plan to work on the service for the duration of the task(s), as outlined in the RFP. Subconsultant/vendors should not submit [Form 5100D](#) individually.

The Selection Team must reject any proposal where the Department has determined a conflict of interest exists. The Project Manager should contact the consultant/vendor to assure the information concerning the conflict of interest is correct. The Project Manager will send out a rejection notice to the consultant with a copy to the Selection Analyst.

3.1.2 Form 5100G – Changes to Key Personnel

Loss of Key Staff Notification Process can be located in the MDOT Forms Repository.

If during the selection process, the Project Manager is notified by the consultant/vendor ([Form 5100G](#)) that key personnel are not available, action must be taken as follows:

1. If notified before scoring is complete, but after deadline for submittal, the consultant/vendor can submit the resume of the person who would be replacing the key person. The Selection Team will score using the new key person. The Selection Team must inform the Selection Analyst of the change.
2. If notified after the scoring is complete, but prior to final approval, and the change involves the top scoring consultant/vendor, the consultant/vendor can submit the resume of the person who will replace the key person. The Selection Team must then determine if the new person would affect the selection results. If not, notify the Selection Analyst of the change and the justification for keeping the selection results. If it does, rescore the top consultant/vendor and change the selection.
3. If a consultant/vendor notifies the Project Manager of a key person change any time after the CSRT selection approval, the Project Manager must determine if the new key person is acceptable. If not, the contract/authorization will be terminated, and a new consultant/vendor selected.

Firms that are found to consistently propose personnel who are not available are subject to temporary or permanent loss of their prequalification in that category and may lose the right to submit proposals to MDOT. MDOT acknowledges that there are times where key personnel must be changed due to change in employment or unanticipated work load shifts or schedule changes. All changes in key personnel must be approved by MDOT in writing by completing [Form 5100G](#).

3.1.3 Form 5100J – Consultant Data and Signature Sheet

If prequalification is not required for requested services, the consultant/vendor performing these services must submit [Form 5100J](#).

3.2 Proposal Information and Scoring

All Sheets within the proposal shall be 8.5 x 11, unless approved by the Project Manager. All text within the proposal shall be 12-point font size with the exception of resumes, forms, exhibits/graphics, and tables. Resumes, forms, exhibits/graphics, and tables may have smaller fonts. Proposals not adhering to this requirement may be considered non-responsive.

3.2.1 Understanding of Service and Innovations (If Applicable)

This section is optional for all Tiers. The Project Manager may choose to require or not to require the Understanding of Service and Innovations requirements on any solicitation. This section should be required only under the following circumstances:

1. When the complexity of the service needs written verification by the consultant/vendors of their understanding.
2. When it is anticipated that the scores for the Qualifications of the Team section will not be sufficient to differentiate or determine the most qualified team.

This section must be required only when the project is part of the Mentor-Protégé program. When a project is a Mentor-Protégé project, [5100C-MP](#) form must be used.

The information provided by the consultant/vendor should not be a repeat of the information in the scope. NOTE: Not requiring this section does not mean the consultant/vendor does not need to understand the service, just that a narrative is not required.

The consultant/vendor may include any work item that they believe should be added to the scope of services, or any work item that is in the current scope of services which they believe should be altered. They must describe the benefit to the service, the increase/decrease in resources and the increase/decrease to the cost of construction due to the revision to the work item, if applicable.

When scoring this section, the Selection Team should provide factual statements that support their score. This requires noting specific items from the proposal that were used in the review and final score. The highest scores should be given to proposals that exceeded the expectations of the Selection Team. The lowest scores should be given to proposals that showed a lack of understanding. If the RFP required this section and it was not included, the consultant/vendor will receive a "0" as a score for this item. If the RFP did not require this section and it was included, no additional points will be awarded.

3.2.2 Qualifications of the Team

This Section is mandatory for all Proposals. This section has been assigned the largest possible points for the selection. When scoring this section, the Selection Team should provide factual statements that support their score. This requires noting specific personnel, their experience and role in the service. Also, if applicable, include a discussion of the effectiveness of how the team is organized. The team should also note any other items from the proposal that were used in the review and final score. The highest scores should be given to staff, consultant/vendor, and sub-consultant/vendor experience on similar projects, and organization of personnel that exceeded the expectations of the Selection Team. The lowest scores should be given to proposals where there was inadequate experienced staff to support the service.

The scoring for Qualifications of Team will be based on the following information:

1. Structure of the Project Team (Role of Firms and Key Personnel)

- a. The consultant/vendor will describe the structure of the project team including the roles of all key personnel and sub-consultant/vendors. The consultant/vendor will determine what personnel are considered “key”, unless it is specifically outlined in the RFP. For each sub-consultant/vendor, they will describe their role in the service and include what percent of the named role that the sub-consultant/vendor is expected to provide.

The consultant/vendor is contractually obligated to supply the key personnel proposed for this service. This includes maintaining them at the capacity level proposed. Any change in key personnel or their capacity level must have written approval of MDOT see [Form 5100G](#) see Loss of Key Staff Notification Process.

2. Organization Chart

Provide an organization chart of your service team including sub-consultant/vendor(s). This chart must include the names of the key personnel selected for this service, their roles on the service, the name of the consultant/vendor by which they are employed, and lines of communication. The RFP may include a list of required key personnel for this service. The organization chart should show the personnel who meet these requirements. Also, indicate the people who will be points of contact with the MDOT Project Manager.

3. Disadvantaged Business Enterprise (DBE)

If DBE participation is required, the consultant/vendor must provide a description of how the submittal meets the DBE participation level and the consultant/vendor’s commitment to maintain the percentage throughout the course of the contract including any future amendments. If the consultant is unable to achieve DBE participation totaling, at minimum, the amount required by the contract, the consultant must state their intent to apply for a Good Faith Effort (GFE) modification or waiver of the DBE participation goal with [Form 0182](#). If neither the form nor the statement is provided, the proposal will be considered non-responsive and not eligible for contract award. If the waiver is granted, the Project Manager will proceed to negotiate with the selected consultant/vendor. If not, and all appeals of the denial have been exhausted, the next highest scoring consultant/vendor will be selected.

[Form 0182](#) may also be required to be submitted if a contract amendment or authorization revision results in the DBE requirement not being achieved. The Project Manager will be contacted for information on the selection and position on the waiver.

4. Location

The consultant/vendor selection criteria may include a consideration of what percentage of the contracted work will be performed in Michigan. The Selection Team will score the percentage of work performed in Michigan on all selections unless the project is for field related projects, on-site inspection, or survey activities. If the project is for field related projects, on-site inspection, or survey activities, then the Selection Team will score the distance from the site to the location of the office(s) as listed in their proposal. The score given should relate to the mileage that may be charged to the service (the further the distance the lower the score). The combination of location and percentage of work performed in Michigan should not exceed five points.

As a guideline for scoring percentage of work performed in Michigan, please use the following:

<u>Percentage of Work To Be Done in Michigan</u>	<u>Score</u>
95% to 100%	5
80% to 94%	4
50% to 79%	3
25% to 49%	2
10% to 24%	1
Less than 10%	0

3.2.3 Quality Assurance / Quality Control (QA/QC) Plan

This section is not required for Tier I or Tier II selections and is optional for Tier III selections.

When scoring this section, the Selection Team will review the consultant/vendor's QA/QC plan for this service. It should include background information of the selected QA/QC manager for this service. The person performing the QA/QC review must have extensive experience with MDOT standards and practices.

When scoring this section, the Selection Team should provide factual statements that support their score. This requires noting specific personnel, their experience and QA/QC role in the service. Also, include a discussion of the effectiveness of the QA/QC plan. The highest scores should be given to QA/QC plans and managers that exceeded the expectations of the Selection Team. The lowest scores should be given to QA/QC plans that were inadequate and/or QA/QC managers without sufficient related experience.

If the RFP required this section and it was not included, a score of "0" will be given. If the RFP did not require this section and it was included, no additional points will be awarded.

3.2.4 Resumes of Key Staff

The consultant/vendor will provide resumes (limit 2 pages per person) for each of the key staff of the prime and sub-consultant/vendors. MDOT will not accept resumes for non-key or support staff. The recommended format shown in [Form 1242](#) may be used for reference. In addition to general resume information, the following information will be provided for service experience that is similar to the service being solicited. The scoring for qualifications of team scoring will be one score based on the following information. The consultant/vendor is contractually obligated to supply the key personnel proposed for this service.

- a. General description of the service.
- b. Role of person in the service.
- c. Service budget.
- d. Year service was completed.
- e. Name of client (agency or company).
- f. Role of consultant/vendors in the service. (It is not required that the submitting consultant/vendors have a role.)
- g. Reference: name and phone number of person to contact for client.
- h. Provide the route name, limits of construction, construction budget, and a general description of type of construction.

3.2.5 Past Performance

This section will be scored when applicable; however, consultants/vendors shall not provide a separate written section documenting their past performance or project summaries other than what is already included in the resumes for key staff. The Selection Team should use relevant performance evaluations from CTRAK for the past three years for the prime vendors that are being proposed. A past performance score will be given based on the information provided in CTRAK, will be derived by taking the prime consultant "Project Evaluation Average" score and doubling that number. If no Project Evaluation Average Scores are available in CTRAK, then a score for this section will be given based on references contacted obtained from information provided in the resumes of key staff, and/or previous experience with the Project Manager.

The highest scores should be given to performance evaluations or references when work was excellent or the highest performance score available was given. The lowest scores should be given to performance evaluations or references where work was poor.

3.2.6 Presentation

Presentations are optional for all selection tiers, but are **not allowed** for Tier I QBS selections. CSD Administrator approval is required prior to solicitation for Tier I non-QBS selections and for all Tier II selections. The MDOT Project Manager must submit written justification for the presentation, along with the scope documents, for review and approval. The MDOT Project Manager may choose to require presentations, with or without the use of a written supplement to the technical proposal. Any required supplement to the technical proposal will have a maximum of seven pages, unless otherwise stated in the RFP. The highest scores should be given to presentations, and any required technical proposal supplement, that exceed expectations and support or enhance scoring from the original proposal. The lowest scores should be given to poor quality presentations and supplements to the technical proposals.

Except in cases of insufficient solicitation response, a minimum of three shortlisted consultant/vendors will be given no less than three weeks' notice of the presentation date, **unless otherwise indicated within the RFP**. When more than three proposals are received, the selection team will review the proposals for scoring, shortlisting at least the top three scoring consultant/vendors for presentation. Additional consideration may be detailed within the RFP. The presentation score (including any supplement to the technical proposal) is added to the shortlisted score from the proposal. The final selection will be determined by the consultant/vendor with the highest total score.

3.3 Completing the 5100C and 5100C-BV score sheet

- Sentences shall be complete and should only refer to the project that was advertised in the RFP.
- Assumptions or comments shall not be made regarding current contracts but rather geared towards proposals that were presented.
- Only factual statements shall be listed as they pertain to what was submitted in the proposal.
- Scoring of the proposal shall focus on merits of the proposal, not the presentation of the proposal.
- Comments must be consistent with the scores.
- Statements can refer to positions but shall not include specific names.

4. PART IV – INSTRUCTION FOR SUBMITTING PROPOSALS

4.1 Instructions for Submitting Proposals Electronically

1. Consultants/vendors will prepare their proposals using guidelines established in this document.
2. Assemble all proposal documentation into a single PDF file.
3. The PDF file shall be named using the following format: **Requisition#XXX_Company Name.PDF** (Example: Requisition#123_XYZ Company.PDF)
4. The PDF file shall be Bookmarked as follows:
 - I. Request for Proposal Cover Sheet, [Form 5100D](#) *(Required for all three tiers)*
 - A. Consultant Data and Signature Sheet, [Form 5100J](#) *(if applicable)*
 - II. Understanding of Service *(Optional for all three tiers)*
 - A. Innovations *(Optional for all three tiers)*
 - III. Qualifications of Team *(Required for all three tiers)*
 - A. Structure of Project Team
 1. Role of Firms
 2. Role of Key Personnel
 - B. Organizational Chart
 - C. Location
 - IV. Quality Assurance/Quality Control Plan *(Optional for Tier III only)*
 - V. Resumes of Key Staff *(2-page maximum per key staff member, Tier II and III only)*
 - VI. Pricing Documents/Bid Sheet *(to be used only for those projects requiring pricing information, i.e.; Low Bid, and Best Value)*

(Note: For any section that is not required per the RFP, edit the bookmark title to include “N/A” after the bookmark title that is not required (i.e. II. Understanding of Service – N/A)

5. Submit the complete bookmarked PDF file to [e-Proposal](#) Website
6. MILOGIN eProposal Instructions can be found at <https://milogintp.michigan.gov/>
7. Once submitted, consultants/vendors will receive an e-mail reply from MDOT indicating that the proposal was received. It is important that you retain a copy of this e-mail as proof that the proposal was submitted on time.

If the e-mail reply has not been received by the consultant/vendor, consider the proposal as unreceived.

Submission Assistance:

If you need assistance or have questions with submitting your proposal, please use the contact information below:

Email: MDOT-Eproposal@michigan.gov

Contact one of the following people immediately if you receive an error message, do not receive an automated response that your proposal was received, or have any other issues with your submittal.

Jamie Torok: torokj@michigan.gov 517-643-1395

Amy Meldrum: meldruma@michigan.gov 517-335-0137

Jacqueline St Onge: StOngeJ2@michigan.gov 517-249-0005

Innovative Contracting Information:

Innovative Contracting Request for Proposals are not advertised via the eProposal portal. Advertisements for Innovative Contracting Projects can be found on [MDOT's Innovative Contracting website](#)

Important Notes:

- All changes to a posted RFP will be made no later than 3 days prior to the proposal due date, and will be identified within the posting.
- MDOT reserves the right to reject any and all proposals, technical proposals and/or bids received as a result of any RFP.
- The PDF proposal files must not be any larger than forty megabytes (40MB). Any that are over will be considered non-responsive and rejected.
- Proposals will not be accepted after the date and time deadline identified.
- MDOT will not accept multiple proposals. If more than one proposal is received, the first proposal received will be treated as the valid proposal. Consultants may not replace or alter a proposal once it has been submitted. A proposal submittal is defined as a PDF file uploaded to E Proposal in accordance with these guidelines.
- Paper copies and other digital versions (CD, flash drive, etc.) of proposals will not be accepted.
- Proposals that fail to comply with these instructions could be considered non-responsive and rejected.

4.2 Instructions for Submitting Bids (Low Bid Selections)

When needed, low bids will be submitted as part of the bookmarked pdf proposal file.

5. PART V - DEFINITIONS

Best Value Selection- Selection process that is not defined under the Brooks Act that enables the owner to obtain the services of a highly qualified professional vendor based on qualifications and price. Best Value uses the bid amount as a component of the total proposal score (at least 25%), but not the determining factor of the selection.

Brooks Act - The Federal policy concerning the selection of firms and individuals to perform architectural, engineering, and related services for the Federal Government.

Contract Administrator (CA) - An informal title given to the person responsible for contract operations within various portions of MDOT. The CA teams with the PM to manage a contract.

Central Selection Review Team (CSRT) – The team is comprised of members with positions ranging from Bureau Directors, Division Administrators, Equal Employment Opportunity Officer, Engineer of Construction Field Services, Region Engineer, TSC Manager and Departmental Manager.

Disadvantaged Business Enterprise (DBE) - Any person or firm that is certified as a DBE by the MDOT Office of Business Development.

Low Bid Selection- Selection process that is not defined under the Brooks Act that enables the owner to obtain the services of a highly qualified professional vendor based on the lowest bid obtained from items set forth in the Request for Proposal (RFP).

MILogin- MILogin provides enhanced single sign-on (SSO) capabilities in addition to meeting many other business requirements and security and compliance needs. *MILogin:* <https://milogintp.michigan.gov>

Prequalification - A MDOT process of qualifying firms by classification of work. Those firms selected as qualified are eligible to perform work for the Department and are placed on a working list for that purpose.

Prequalification Classification - A specific type of work that MDOT contracts for on a regular basis, in which vendors can request to become prequalified in.

Prequalification Classification Specific Information - The information required for submittal, detailing the vendor staff, vendor experience, and other criteria necessary for MDOT to evaluate the vendor's ability to become prequalified and perform work in a particular classification.

Priced Proposal – the Vendor's proposed cost for the service; updated [Priced Proposal Instructions](#) are available on the Contract Services Division website.

Primary Prequalification – To be eligible to submit a proposal on a project, a company must have obtained an approved prequalification status in the applicable prequalification classification(s) listed in the RFP on or prior to the proposal due date. The prime consultant/vendor must be prequalified in all primary prequalification classifications identified on the RFP. They may, however, subcontract out work identified under the primary prequalification classification(s) to another prequalified consultant/vendor.

Prime Vendor - The person or firm that has an awarded contract with MDOT.

Project Manager (PM) – the person responsible for leading a project from its inception to execution. This includes development and management of the project scope of work, overseeing the selection and contracting (as needed), developing and managing the project budget, providing oversight and direction for the execution of the project, managing the project schedule, reviewing and approving vendor invoices (as needed), management of consultant contracts (as needed), and managing and directing staff (including both internal and external) assigned to the completion of the project.

Proposals - The proposal is the vendor's response to a Department request. See Request for Proposals below for further information on this subject

Qualification Based Selection (QBS) - An equitable selection process that enables the owner to obtain the services of a highly qualified professional vendor based on qualifications set forth in the RFP.

Request for Proposals (RFP) - The Request for Proposal is a document intended to solicit proposals for services. The most important part of an RFP is the Scope of Services. The scope informs the vendor what MDOT services are being solicited. The remainder of the RFP package covers instructions, information, and rules of the process.

Scope of Services - Detailed description of the location, work and deliverables required of the vendor.

Secondary Pre-Qualification - one or more pre-qualification classifications listed on the RFP that is required to complete the services, but is not the primary classification required to complete the services. The prime consultant is not required to be prequalified in the secondary prequalification classification(s) identified on the RFP. The work, however, must be performed by a prequalified consultant/vendor, which may be either the prime consultant/vendor or a subconsultant/vendor.

In all cases, the prime consultant must perform at least 40% of the overall services, by dollar value, unless otherwise specified in the RFP.

In all cases, tier one subconsultant(s) must perform at least 50% of the services, by dollar value of their subcontract, unless otherwise specified in the RFP.

Selection Analyst – Central office personnel responsible for providing assistance in selections and assuring statewide application of the selection process.

Selection Team – Team of individuals gathered to evaluate/score the proposals. The structure of a selection team is the responsibility of the Region Engineer/Division Administrator. The MDOT project manager is typically the leader of the selection team. The team must be comprised of members with at least one different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

Service Completion Date – work completion date on an authorization as determined by the PM.

Technical Proposal – the document prepared and provided by the vendor for presentations.

Tier I Selection – the selection process for vendors/consultants for services estimated under \$250,000 in value.

Tier II Selection - the selection process for vendors/consultants for services estimated between \$250,000 and \$1,500,000 in value.

Tier III Selection - the selection process for vendors/consultants for services estimated at \$1,500,000 and greater in value.

6. GUIDELINE UPDATES BY VERSION

6.12 Version 13 Changes (January 1, 2020)

Performed several grammatical/formatting changes that did not alter the intent/direction provided within these guidelines.

1.1 Request for Proposal (RFP)

For each needed service over ~~\$100,000~~ **\$250,000**, a Michigan Department of Transportation (MDOT) Selection Team is chosen. The MDOT Project Manager and Contract Services Division (CSD) are responsible for determining which prequalification classifications, if any, are required for the service. The MDOT Project Manager develops the Request for Proposal (RFP) which is a combination of the scope of work and completed [Form 5100B](#) that gives the consultant/vendors information on the selection.

The Project Manager, with assistance from Contract Services Division and in accordance with these Guidelines, will determine the type of selection needed. In accordance with the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) regulations, Federal Railroad Administration (FRA) and Federal Transit Administration (FTA), professional services (as defined by the Brooks Act below) that are \$250,000 or greater must be selected using Qualifications-Based Selection (QBS).

Only selections for services utilizing any Federal funding that deviate from these Guidelines will require concurrence from the appropriate Federal entity (FHWA, FAA, FRA, or FTA).

Requests for Proposal (RFPs) for all services greater than ~~\$100,000~~ **\$250,000** will be posted on MDOT's website.

1.1.2 Qualifications-Based Selection (QBS)

The Michigan Department of Transportation (MDOT) uses a QBS process, low bid process, best value process, or a QBS/low bid process for procuring services. **QBS is a procurement process for the competitive selection of services under which the most competent consultant/vendor is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than cost. Cost cannot be considered when selecting a consultant/vendor utilizing the QBS process. Fair and reasonable cost is negotiated with the selected consultant/vendor for the agreed-upon scope of services.**

1.1.3 Request for Proposal Advertisement Period

On a quarterly basis, MDOT will post on the website a list of potential service opportunities that are anticipated to be advertised during that quarter. These are services that will exceed ~~\$100,000~~ **\$250,000**. This list is for informational purposes only and does not guarantee that all services listed will be advertised. If the advertised service was not on a prior quarterly anticipated listing, additional advertisement time may be required.

Following are typical advertisement periods:

Anticipated Service Value	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$100,000 \$250,000 - \$500,000	No	21 Calendar Days
	Yes	14 Calendar Days
Over \$500,000	No	28 Calendar Days
	Yes	28 Calendar Days

1.2 Tiers

This Guideline defines the type of RFP based on the estimated cost of the service. Projects are categorized based on estimated service fees in the following manner:

RFP Type	Anticipated Service Cost
No Tier	\$0 - \$100,000
Tier I	\$100,000 \$0 - \$250,000
Tier II	\$250,000 - \$1,500,000
Tier III	\$1,500,000 and Over

1.4 Selection Team

Selection Team Members shall consist of at least three persons which will include at least one member from a different reporting relationship and a member from specialty areas as needed, such as, but not limited to ITS, geotechnical engineering services, etc. In addition, 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a **Central Selections Review Team (CSRT)** delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity. For QBS Tier III selections, the Selection Team will consist of two members of the CSRT, **the MDOT Project Manager**, and ~~three~~ **two** additional members, of which one must ~~be from outside the Project Manager's Region, Division, or office, depending upon their work location.~~ **have a different reporting relationship from the MDOT Project Manager.** For Best Value, Qualifications/Low Bid and Low Bid Tier III selection the Selection Team will be comprised of at least four people, including a CSRT member, and at least one of the remaining three members of the Selection Team should be from a different reporting relationship.

Unless ~~otherwise approved~~ **another individual is appointed by the Division Administrator, Bureau Director, Office Director/Administrator, or Region Engineer in writing to perform all the duties of a Project Manager through selection,** the Project Manager will be part of the Selection Team. Any deviation from the Selection Team make up will require Region Engineer/Division Administrator approval. Specific selection team requirements are identified under each selection type further in this document.

1.4.1 Selection Team Member's Conflict of Interest

The Project Manager, ~~or otherwise appointed individual to perform the duties of the Project Manager through selection,~~ must assure that no member(s) on the team has any appearance of a conflict of interest. Any member that has a conflict of interest shall be removed from the Selection Team. If there is participation on the Selection Team from non-MDOT employees, they must complete [Form 5100F](#).

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of five (5) business days prior to the date and time that the proposal is due unless otherwise stated in RFP. ~~The MDOT Project Manager will strive to place all questions and their answers~~ **send the questions with the appropriate responses to MDOT-CSD-Selections@michigan.gov with sufficient time to post these Questions/Answers** on the MDOT website within 48 hours of receipt of the questions. The names of the consultant/vendors submitting questions will not be disclosed.

1.9 Disclosures

The information provided in the consultant/vendor's proposal will be kept confidential by MDOT. ~~However, all information in a consultant/vendor's proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.~~

Except for services under ~~\$100,000~~ **\$250,000 (Tier I)** where phone solicitations are acceptable, MDOT personnel shall not discuss the selection, scope, or qualifications of consultant/vendors until the selection is approved.

~~All information in a consultant/vendor's proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.~~

1.12 Title VI Notice to the Public

It is the Michigan Department of Transportation's (MDOT) policy to ensure no person shall, on the grounds of race, color, ~~or~~ national origin, ~~or sex, as provided by Title VI of the Civil Rights Act of 1964~~ be excluded from participation in, be denied the benefits of, or be otherwise **subjected to discrimination against under any programs and activities program or activity, whether those programs and activities are federally funded or not, as provided by Title VI of the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987.** Any person who believes his/her Title VI protection has been violated may file a complaint with MDOT's Title VI Coordinator. Title VI complaint forms and/or advice may be acquired by calling (517) ~~373-0980~~ **241-7462** or by visiting the Department's [Title VI website](#).

2.1 (QBS) Selection - Tier I - Services Estimated at Less than ~~\$100,000~~ \$250,000

Services selected by this process cannot be amended to exceed ~~\$100,000~~ \$250,000. Services that exceed ~~\$100,000~~ \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed ~~\$100,000~~ \$250,000, the Tier I, II or Tier III process must be followed.

- 8) Negotiations will proceed with the selected consultant/vendor following the ~~Priced Proposal Guidelines~~ instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

Removed Section 2.2 (QBS) Selection - Tier I - Services Estimated Between \$100,000 and \$250,000

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

10. QBS Tier III Selections

- a. The Selection Team will consist of:
 - i. Two members of the CSRT,
 - ii. The MDOT Project Manager
 - iii. ~~Three~~ Two additional members, of which one must be from outside the Project Manager's Region, Division, or office, depending upon their work location have a different reporting relationship from the MDOT Project Manager.

18. Negotiations will proceed with the selected consultant/vendor following the ~~Priced Proposal Guidelines~~ instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.3 Qualifications Based (QBS)/Low Bid Selections (Two-Tier Process)

- 2- If MDOT only receives one response to a RFP and the project is funded by FHWA funds, then FHWA approval is required. The Selection Team will determine if the selection is acceptable prior to seeking FHWA approval. If the selection is approved by the MDOT Selection Team, the process defined in Section 2.7.1 Sole Source Selections will be followed to attain FHWA review and approval. ~~following process will be followed to attain FHWA review and approval:~~

- ~~MDOT Project Manager emails a write up consisting of the vendor's name, the description of work, the amount of time the RFP was advertised for, the estimated cost of service and the vendor's past performance on similar tasks to the Selection Analyst.~~
- ~~Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA via email for review and approval.~~
- ~~FHWA approval of the selection will be retained in the project file within Contract Services.~~

2.4 Low Bid Selections

10. Low Bid Tier III Selections

- c. Low bid Tier III Selections will be presented to CSRT for information only.
 - If MDOT only receives one response to a RFP and the project is funded by FHWA funds, then FHWA approval is required. The Selection Team will determine if the selection is acceptable prior to seeking FHWA approval. If the selection is approved by the MDOT Selection Team, **the process defined in Section 2.7.1 Sole Source Selections will be followed to attain FHWA review and approval.** ~~following process will be followed to attain FHWA review and approval:~~
 - ~~MDOT Project Manager emails a write up consisting of the vendor's name, the description of work, the amount of time the RFP was advertised for, the estimated cost of service and the vendor's past performance on similar tasks to the Selection Analyst.~~
 - ~~Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA via email for review and approval.~~
 - ~~FHWA approval of the selection will be retained in the project file within Contract Services.~~

2.5 Best Value Selections

- 17. If MDOT only receives one response to a RFP and the project is funded by FHWA funds, then FHWA approval is required. The Selection Team will determine if the selection is acceptable prior to seeking FHWA approval. If the selection is approved by the MDOT Selection Team, the **following process will be followed defined in Section 2.7.1 Sole Source Selections will be followed** to attain FHWA review and approval.
 - i. ~~MDOT Project Manager emails a write up consisting of the vendor's name, the description of work, the amount of time the RFP was advertised for, the estimated cost of service and the vendor's past performance on similar tasks to the Selection Analyst.~~

- ~~ii. Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA via email for review and approval.~~
- ~~iii. FHWA approval of the selection will be retained in the project file within Contract Services.~~

Added 2.7.1 Sole Source/Inadequate Competition Selections

3.2 Proposal Information and Scoring

All text within the proposal shall be 12-point font size with the exception of resumes, forms, exhibits/graphics, and tables. Resumes, forms, exhibits/graphics, and tables may have smaller fonts. Proposals not adhering to this requirement may be considered non-responsive.

5. Definitions

~~**Indefinite Delivery of Services (IDS) Contract** – These contracts are multi-year contracts that do not contain any work but establish funding maximums and overall contract timelines at the time of execution. The contract establishes a relationship with the vendor and provides a mechanism so that "authorizations" can be issued when work is ready to proceed. The work and dollars for specific work tasks are added at a later time via an authorization. The provisions of the contract apply during the activities initiated by the authorization.~~

Project Manager (PM) – the person responsible for ~~determining the need for services. Oversees and evaluates the work.~~ leading a project from its inception to execution. This includes development and management of the project scope of work, overseeing the selection and contracting (as needed), developing and managing the project budget, providing oversight and direction for the execution of the project, managing the project schedule, reviewing and approving vendor invoices (as needed), management of consultant contracts (as needed), and managing and directing staff (including both internal and external) assigned to the completion of the project.

6.13 Version 14 Changes (March 5, 2020)

Performed several grammatical/formatting changes that did not alter the intent/direction provided within these guidelines.

1.1 Request for Proposal (RFP)

~~For each needed service over \$250,000, a Michigan Department of Transportation (MDOT) Selection Team is Chosen.~~ The MDOT Project Manager and/or Contract Services Division (CSD) are responsible for determining which prequalification classifications, if any, are required for the service. The MDOT Project Manager develops the Request for Proposal (RFP) which is a combination of the scope of work and completed [Form 5100B](#) that gives the consultant/vendors information on the selection.

1.1.3 Request for Proposal Advertisement Period

Federal funding and whether engineering services are required for the project will also affect the amount of time a project is advertised. Projects without Federal funding (100% State funded) in the project phase being advertised (i.e. PE, PE-S, CON, etc.) AND with engineering, architecture, or surveying services required, may be advertised for one (1) week or two (2) weeks depending upon the complexity of the proposal deliverables. For 100% State funded projects with engineering, architecture, or surveying services required, scopes requiring the submittal of an Understanding of Service section (see Section 3.2.1 Understanding of Service and Innovations (If Applicable)) must be advertised for 2 weeks. For 100% state funded projects with engineering, architecture, or surveying services required, that do not require the submittal of an Understanding of Service, the projects may be advertised for either one (1) or two (2) weeks depending upon the complexity of the project and will be at the MDOT Project Manager's discretion. For projects with any Federal funding in the project phase, see the typical advertisement period table below.

Following are typical advertisement periods:

Federally Funded Phases

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	Yes or No	No	21 Calendar Days
	Yes or No	Yes	14 Calendar Days
Over \$500,000	Yes or No	Yes or No	28 Calendar Days

State Funded Phases (100% State Funding)

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	No	No	21 Calendar Days
	No	Yes	14 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days
Over \$500,000	No	Yes or No	28 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days

If MDOT determines that an advertisement period shorter than listed in the above table is warranted due to the nature of the work or timeline, Region Engineer/Division Administrator approval will be obtained, and MDOT will indicate on our advertisement page the “Shortened Advertisement Period”. MDOT will also put a note in either the paper file or an electronic file detailing the justification for the shortened advertisement period. **Advertisements with Federal funding in the project phase shall not be less than 14 days.** Only in very unusual circumstance and with the approval of FHWA, can the minimum 14-day advertisement period be reduced **on projects with Federal funding in the project phase.**

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of ~~five (5)~~ **three (3)** business days prior to the date and time that the proposal is due unless otherwise stated in RFP.

1.9 Disclosures

The information provided in the consultant/vendor’s proposal will be kept confidential by MDOT. However, all information in a consultant/vendor’s proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the “Freedom of Information Act,” 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

~~Except for services under \$250,000 (Tier I) where phone solicitations are acceptable, MDOT personnel shall not discuss the selection, scope, or qualifications of consultant/vendors until the selection is approved.~~

The consultant/vendor may contact MDOT Contract Administration staff at any time with general questions concerning the selection and/or contracting process.

2.1 Selection - Tier I - Services Estimated at Less than \$250,000

~~Services selected by this process cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.~~

The Tier I process is separated into two (2) separate processes:

- QBS selections process
 - o This process must be utilized **only for projects with engineering, architectural, or surveying services**
- Non-QBS selections process
 - o This process must be utilized **only for projects without engineering, architectural, or surveying services**

These two processes are described in detail below.

Added 2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Added 2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

Services selected by this process may include Federal funding.

Added 2.3 (QBS) Selection – 100% State Funded Only - Services Estimated Greater than \$250,000

3.2.2 Qualifications of the Team

4. Location

The consultant/vendor selection criteria ~~will~~ **may** include a consideration of what percentage of the contracted work will be performed in Michigan.

3.2.4 Resumes of Key Staff

~~Resumes are not required for services estimated under \$250,000 (Tier I). Proposals will be considered non-responsive if resumes are included for QBS Tier I Selections.~~ The consultant/vendor will provide resumes (limit 2 pages per person) for each of the key staff of the prime and sub-consultant/vendors.

3.2.5 Past Performance

This section ~~must~~ **will** be scored ~~for all solicitations~~ **when applicable**; however, consultants/vendors shall not provide a separate written section documenting their past performance or project summaries other than what is already included in the resumes for key staff.

6.14 Version 15 Changes (June 25, 2020)

1.1.2 Qualifications-Based Selection (QBS)

The Michigan Department of Transportation (MDOT) uses a QBS process, low bid process, ~~best value process~~, or a **best value** QBS/low bid process for procuring services. QBS is a procurement process for the competitive selection of services under which the most competent consultant/vendor is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than cost. Cost cannot be considered when selecting a consultant/vendor utilizing the QBS process. Fair and reasonable cost is negotiated with the selected consultant/vendor for the agreed-upon scope of services.

NOTE: All selections of services defined in the Brooks Act, for any estimated dollar value, will be completed using QBS criteria. ~~Qualifications/Low Bid, Low Bid, or Best Value~~ selections are not permitted. All selections other than those defined in the Brooks Act must include price of service as a consideration. Qualifications/low bid, low bid, or best value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1.2 Tiers

Consultants/vendors selected using the QBS process will be requested to submit a priced proposal after selection (not with their response to the RFP). If any problems occur during the contracting process that do not allow MDOT to contract with the selected consultant/vendor, the next qualified consultant/vendor based on QBS, ~~QBS/low bid~~, best value, or low bid will be considered for the contract.

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of three (3) business days prior to the date and time that the proposal is due unless otherwise stated in RFP. The MDOT Project Manager will strive to send the questions with the appropriate responses to MDOT-CSD-Selections@michigan.gov with sufficient time to post these Questions/Answers on the MDOT [e-Proposal](#) website within 48 hours of receipt of the questions. The names of the consultant/vendors submitting questions will not be disclosed.

Responses to questions posted on MDOT's [e-Proposal](#) website officially act as a modification/amendment to the RFP. It is the responsibility of the Consultant to monitor the website, and implement any changes into their responses, as applicable.

1.7 Addenda to RFP

If it becomes necessary to revise any part of the RFP, addenda will be posted on the MDOT [e-Proposal](#) website. It is the responsibility of the Consultant to monitor the [e-Proposal](#) website, and implement any changes into their responses, as applicable.

2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

9. The MDOT Project Manager will assemble **completed cost estimate**, a scope of work which includes details of the services needed, an anticipated schedule, and any project-specific experience/equipment requirements for the successful proposer. The MDOT Project Manager will also assemble a bid sheet for the required services.

10. The CSD Scope Engineer must review the **completed cost estimate**, scope/bid sheet and contact the Project Manager prior to the Project Manager contacting the consultants/vendors.

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

- d. ~~Completed, signed and dated~~ Cost Estimate Worksheet, indicating estimated hours and dollar amounts for project.

2. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.

2.3 (QBS) Selection – 100% State Funded Only - Services Estimated Greater than \$250,000

4. ~~The Selection Analyst~~ **CSD** will post the scope on the [e-Proposal](#) website.

2.4 Qualifications Based (QBS)/Low Bid Selections (Two-Tier Process)

~~All selections other than those defined in the Brooks Act must include price of service as a consideration. Qualifications/Low Bid, Low Bid, or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.~~

1. ~~The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.~~

~~The following documentation will be submitted to the CSD Scope Engineer for review:~~

- a. ~~The completed Checklist to Designate Areas of Evaluation for RFP (5100B), which shows what elements the consultant/vendor is required to submit in the proposal~~
- b. ~~Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts for the project.~~
- c. ~~Scope of Services which includes a minimum acceptable scoring threshold that the proposals must meet for their bids to be opened.~~
- d. ~~A bid sheet identifying the bid items, consultant/vendor signature block, total bid price, and a cost derivation sheet (if applicable).~~
- e. ~~The scoring criteria and point values that will be used for the Qualifications scoring threshold for Qualifications/low bid selections. The following five scoring criteria are required; however, the points possible per scoring criteria may vary. (1) Understanding of Service (2) Qualifications of Team; (3) Past Performance; (4) Location; (5) Price. Any other scoring criteria may be added. Note:~~

~~Qualifications/Low Bid scoring criteria/cut off will be approved by CSRT prior to RFP being posted.~~

- ~~2. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.~~
- ~~3. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.~~
- ~~4. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than 7 pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages per person. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority. These forms will not be included in the page limitations.~~
- ~~5. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.~~
- ~~6. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship.~~
- ~~7. QBS /Low Bid Tier II Selections~~
 - ~~a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.~~
 - ~~b. Final approval of all Tier II selections will be done by the Region Engineer/Division Administrator for approval or the Bureau Director~~
 - ~~c. CSRT will not approve Tier II Selections. The selections will be presented to CSRT for information only.~~
- ~~8. QBS/Low Bid Tier III Selections~~
 - ~~a. A member of the CSRT will serve on the Selection Team. The Selection Analyst will notify the CSRT member at the time of posting of the RFP and the Project Manager will contact the CSRT Member to coordinate proposal evaluation meetings.~~
 - ~~b. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst.~~
 - ~~c. Score Sheets will be submitted to CSRT for final approval.~~

2.5 Low Bid Selections

3. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.

2.6 Best Value Selections

5. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.

3.2 Proposal Information and Scoring

All Sheets within the proposal shall be 8.5 x 11, unless approved by the Project Manager. All text within the proposal shall be 12-point font size with the exception of resumes, forms, exhibits/graphics, and tables. Resumes, forms, exhibits/graphics, and tables may have smaller fonts. Proposals not adhering to this requirement may be considered non-responsive.

3.2.1 Understanding of Service and Innovations (If Applicable)

This section must be required only when the project is part of the Mentor-Protégé program. When a project is a Mentor-Protégé project, [5100C-MP](#) form must be used.

4. PART IV – INSTRUCTION FOR SUBMITTING PROPOSALS

4.1 Instructions for Submitting Proposals Electronically

8. Consultants/vendors will prepare their proposals using ~~the current proposal~~ guidelines established in this document.
5. Submit the complete bookmarked PDF file to [e Proposal](#) Website ~~by e-mail to: MDOT-RFP-Response@michigan.gov unless otherwise specified in the scope/RFP. There is no link from the MDOT website that will allow the RFP response to be sent.~~
6. ~~The subject line of the e-mail shall include the requisition number (as identified on MDOT's website or in the RFP) and the consultant/vendor's name in the following format:~~
Requisition#XXX_Company Name
(Example: Requisition#123_XYZ Company)
7. ~~The electronic proposal must be e-mailed by the consultant/vendor and must be received by MDOT no later than the due date and time designated in the RFP.~~
9. MILOGIN eProposal Instructions can be found at the following link. <https://milogintp.michigan.gov>
10. If the e-mail reply has not been received by the consultant/vendor, consider the proposal as ~~unsent~~ **unreceived**. In rare cases, it may be necessary to send the e-mail from a different

~~e-mail address. Continue sending until the automatic reply from MDOT has been received.~~

VI. Pricing Documents/Bid Sheet *(to be used only for those projects requiring pricing information, i.e.; Low Bid, ~~QBS/Low Bid~~, and Best Value)*

Important Notes:

- All solicited consultant/vendors will be notified on the [e-Proposal](#) website if there is a change in the due date or time.
- The PDF proposal files must not be any larger than ~~five megabytes (5 MB)~~ **Forty megabytes (40MB)**. Any that are over five megabytes will be considered non-responsive and rejected.
- MDOT will not accept multiple proposals. If more than one proposal is received, the first proposal received will be treated as the valid proposal. Consultants may not replace or alter a proposal once it has been submitted. A proposal submittal is defined as ~~an email including an attached PDF file~~ **uploaded to eProposal** in accordance with these guidelines.

5. Definitions

MILogin- State of Michigan Identity, Credential and Access Management (MICAM) solution. MILogin provides enhanced single sign-on (SSO) capabilities in addition to meeting many other business requirements and security and compliance needs. **MILogin:** <https://milogintp.michigan.gov>

Best Value Selection- Selection process that is not defined under the Brooks Act that enables the owner to obtain the services of a highly qualified professional vendor based on qualifications and price. ~~Unlike the QBS/Low Bid process,~~ Best Value uses the bid amount is a component of the total proposal score (at least 25%), but not the determining factor of the selection.

~~**Qualification Based/Low Bid Selection (QBS/Low Bid)** Two step selection process that is not defined under the Brooks Act which enables the owner to obtain the services of a highly qualified professional vendor based on qualifications set forth in the RFP. The selected vendor is then chosen by the lowest bid obtained from items set forth in the RFP.~~

6.15 Version 16 Changes (December 1, 2020)

1.1.1 Brooks Act

Brooks Act services for projects valued at \$250,000 or more, are defined as “professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph; professional services of an

architectural or engineering nature performed by contract that are associated with ~~research~~, planning, development, design, construction, alteration, or repair of real property; and such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.”

1.4 Selection Team

Selection Team Members shall consist of at least three persons which will include at least one member from a different reporting relationship. ~~A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members. and a member from specialty areas as needed, such as, but not limited to ITS, geotechnical engineering services, etc.~~ In addition, 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a Central Selections Review Team (CSRT) delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity. For QBS Tier III selections, the Selection Team will consist of two members of the CSRT, the MDOT Project Manager, and two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. A different reporting relationship is defined as that in which the ~~first line supervisor may not be the same individual for all three selection team members.~~ For Best Value, ~~Qualifications/Low Bid~~ and Low Bid Tier III selection the Selection Team will be comprised of at least four people, including a CSRT member, and at least one of the remaining three members of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the ~~first line supervisor may not be the same individual for all three selection team members.~~

Unless another individual is appointed by the Division Administrator, Bureau Director, Office Director/Administrator, or Region Engineer in writing to perform all the duties of a Project Manager through selection, the Project Manager will be part of the Selection Team. Any deviation from the Selection Team make up will require Region Engineer/Division Administrator approval. Specific selection team requirements are identified under each selection type further in this document.

2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, required proposal deliverables, and an anticipated schedule. It also indicates what prequalification classifications, both primary and secondary, are required.

2. The ~~Region Systems Manager (Associate Region Engineer of Development) or designee must review~~ final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer for Development for Region/TSC managed design jobs; Associate Region Engineer for Operations for Region/TSC construction and operational jobs; or the appropriate Section Manager for jobs managed by Central Office Bureaus. The approver will digitally sign the Scope of Services, and return these document to the Project Manager.

~~electronically sign the final scope, and document the review of the scope then return the final scope to the Project Manager prior to the Project Manager contacting the consultants/vendors.~~

3. For Tier I Selections, the Project Manager is required to contact at least one Small Business Enterprise (SBE), which includes all Disadvantaged Business Enterprise (DBE), if such are available for the required Primary prequalification categories. If this a specialty service with no prequalification category, there is no SBE/DBE contact requirement.

5. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), providing supporting comments about each of the consultant/vendors that submitted, and attaching the System Manager (or designee) approved scope of services and ~~MDOT Project Manager signed/dated engineer's~~ completed cost estimate.

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.
10. QBS Tier III Selections
 - f. The Selection Team will consist of:
 - i. Two members of the CSRT,
 - ii. The MDOT Project Manager
 - iii. Two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process - Services

Estimated Greater than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot include any Federal funding in the project phase (i.e. PE, PE-S, CON, etc.).

~~2. The Region Systems Manager (Associate Region Engineer of Development) or designee must review the scope, electronically sign the final scope, and document the review of the scope then return the final scope to the Project Manager.~~

The final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer for Development for Region/TSC managed design jobs; Associate Region Engineer for Operations for Region/TSC construction and operational jobs; or the appropriate Section Manager for jobs managed by Central Office Bureaus. The approver will complete the Scope Review Checklist, document the review of the final scope by digitally signing the document, and then return the documents to the Project Manager.

11. The Project Manager will submit the following information to MDOT-CSD-Selections mailbox@michigan.gov:

- a. Final scope with System Manager (or designee) electronic signature
- ~~b. Signed and dated Engineer's estimate for the requested services~~ **Completed Cost Estimate**
- c. Scope review checklist signed by the System Manager (or designee)

2.4 Low Bid Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. ~~Qualifications/Low Bid~~ Low Bid or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. **A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.**

2.5 Best Value Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. ~~Qualifications/Low Bid,~~ Low Bid, or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

- e. The scoring criteria and point values that will be used for the best value selection. The following five scoring criteria are required; however, the points possible per scoring criteria may vary. (1) Understanding of Service (2) Qualifications of Team; (3) Past Performance; (4) Location; (5) Price. Any other scoring criteria may be added. Note: Best Value scoring criteria will be approved by CSRT prior to the RFP being posted **if it deviates from the standard Best Value scoring Criteria listed below.**

The following is ~~an example of~~ **the CSRT approved** Best value scoring criteria:

3. SCORING (130 Points)

Proposed Selection Criteria and Total Possible Points

Understanding of Service – 30 Points

Describe your understanding of the service to be provided.

Qualifications of Team – 40 Points

Describe your team, the roles of key personnel, and a project organizational chart. Provide resumes for key personnel.

Past Performance – 20 Points

Provide references and examples of similar work performed.

Price – 35 Points

CSRT approved formula: $\frac{\text{low bid}}{\text{bid}} * \text{points assigned}$

Completed bid sheet required.

(Price must be at least 25% of overall points assigned)

Location – 5 Points

Indicate the percentage of work that will be performed in Michigan.

- 10. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should

be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

5. Definitions

Selection Team – Team of individuals gathered to evaluate/score the proposals. The structure of a selection team is the responsibility of the Region Engineer/Division Administrator. The MDOT project manager is typically the leader of the selection team. The team must be comprised of members with at least one different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

6.17 Version 17 Changes (March 1, 2021)

1.5 Conflict of Interest

~~The consultant/vendor must certify that there is no conflict of interest with the subject project. If there is a conflict with the subject project, then the consultant/vendor must describe the conflict on [Form 5100D](#). MDOT considers it a conflict of interest for a consultant/vendor to represent more than one party in relation to any given project regardless of which phases of the service are involved. Conflict of interest includes a proposal for a consultant/vendor to perform services for MDOT and the construction contractor on the same construction project.~~

~~Consultants can find [Conflict of Interest Guidance for Project Managers and Consulting Firms](#) on MDOT's website.~~

The consultant/vendor must identify its status as it relates to a conflict of interest or perceived conflict of interest for each project on which a proposal is submitted. This status must be identified and described, as applicable, on [Form 5100D](#). Consultants can find the [Conflict of Interest Guidance](#) document on MDOT's website.

2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. Form 5100D must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

4. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time

indicated. Form 5100D must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process - Services Estimated Greater than \$250,000

5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. Form 5100D must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

6.18 Version 18 Changes (April 22, 2021)

2.7.2 Emergency Selections

There are two (2) situations in which the Emergency Selection process may be followed:

1. Emergency Relief (ER) Funding Eligible Events (Refer to Section 2.7.2.1) – events when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause. Only facilities classified as arterials, urban collectors or major rural collectors impacted by these events are eligible for ER funds. Facilities classified as minor rural collectors or local roads are not eligible for ER funding even if other Federal-aid funds have been used on those facilities. These routes may be eligible for Federal Emergency Management Assistance (FEMA) in some cases. Use of ER funds require Governor's or President's Declaration of an Emergency or Disaster. For example, a major flooding event which damages a vast area or large number of facilities. See Title 23, U.S.C, Section 125 for additional information regarding Emergency Relief Funding.
2. Non-Emergency Relief Funding Eligible Events – (Refer to Section 2.7.2.2) roads and/or bridges on Federal-aid highways damaged as a direct result of a natural disaster or catastrophic failure from an external cause. These situations are not required to be major events requiring substantial response, but rather smaller events which have significant impacts to the public and do not result in the Governor's or President's Declaration of an Emergency or Disaster.

2.7.2.1 Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause and results in a Governor's or President's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. After the disaster occurs, the Governor or President must declare an emergency or disaster.
2. After a state of emergency or disaster is declared, the MDOT Safety and Security Administration Administrator will contact the Contract Services Administrator to notify the Contracts Unit a state of emergency or disaster has been declared by a Governor's or President's Declaration, and a FHWA Acknowledgement letter indicating the event meets the criteria to qualify as an ER event has been issued. The FHWA Acknowledgement letter gives MDOT the authorization/approval to begin procuring engineering services, and eligibility for ER funding.
3. MDOT will determine if there are any as-needed contracts already in place that may be utilized for the relief efforts. If as-needed contracts are available, they should be utilized to the extent possible to aid in relief efforts. All costs incurred under an as-needed contract that are eligible for ER reimbursement must be tracked separately and submitted for reimbursement.
4. For any services that cannot be procured via an existing as-needed contract, the MDOT Project Manager will provide a written letter of intent for the use of the emergency procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator via email. This letter of intent must have the Declaration of Emergency/Disaster attached and provide preliminary estimates of the damages to the Federal-aid facilities.
5. The Contract Services Division Administrator reviews the information provided by the MDOT PM.
6. Upon acknowledgement of the Emergency Relief Funding request by FHWA, the MDOT PM must prepare a scope of work, and may contact one MDOT prequalified consultant/vendor by phone or e-mail about their availability to perform the required services.
7. The Project Manager will complete the 5100E and other documents as required, submit it together with the Scope of Services and send to MDOT-CSD-Selections@michigan.gov .
8. Review and approval of the recommended vendor will be completed by the Chair of the Central Selections Review Team.

9. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work (prior to negotiations) to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days unless approved by FHWA for extenuating circumstances. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the ER work.

2.7.2.2. Non-Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when an unforeseen situation occurs which puts the health, safety, and/or welfare of the public at risk and does not lead to a Governor's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. The MDOT Project Manager will provide a written justification via email for the use of the emergency procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator. This written justification must describe how the event which necessitates the emergency procurement places the public health, safety, and/or welfare at risk.
2. The Contract Services Division Administrator reviews the information provided by the MDOT PM and forwards the information to the MDOT's Safety and Security Administration Administrator, via email for review and approval and to the appropriate Area Engineer at FHWA for information.
3. MDOT will then determine if there are any as-needed contracts already in place that may be utilized for the emergency event. If as-needed contracts are available, they should be utilized to the extent possible.

4. For services that cannot be procured via an existing as-needed contract, the MDOT PM must prepare a scope of services and contact at least three prequalified consultants/vendors by phone or e-mail about their availability to perform the service. If the service complies with the Brooks Act, a qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) will be performed to select the preferred vendor. If the service does not comply with the Brooks Act, the Project Manager will contact at least three consultants/vendors that can provide the service and will determine the most qualified consultant/vendor using evaluation criteria appropriate for the service. The selection of non-Brooks Act services must utilize either a Low Bid or Best Value Selection. See Sections 2.4 Low Bid Selections and 2.5 Best Value Selections for additional information regarding these selection types.
5. The Project Manager will complete the 5100E and other documents as required, and send to MDOT-CSD-Selections@michigan.gov.
6. Review and approval of the recommended vendor will be completed by the Chair of the Central Sections Review Team.
7. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution of the LTEC. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work prior to negotiations to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the emergency event work.

2.7.3 Inadequate Competition

If after solicitation of a number of sources, it is determined there is insufficient competition to perform a competitive selection. The following procedure will be utilized to attain FHWA review and approval of inadequate competition procurement requests:

1. The MDOT Project Manager will provide a written justification, via email, for use of the inadequate competition procurement selection process to the Selection Analyst. Within this justification, the Project Manager should provide a description of the efforts to competitively select for the service (period of solicitation and statements on the qualifications of the vendor to perform the work)

2. The Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA, via email, for review and approval.
3. FHWA will respond to the inadequate competition request via email with approval/denial of the request.
4. FHWA approval/denial of the request will be retained in the project file within Contract Services.

6.19 Version 19 Changes (July 16, 2021)

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

12. Where presentations are required (Tier III only), the CSRT Action Sheet will indicate which consultant/vendors (generally at least three of the highest scoring) will be short-listed to give a presentation. In addition, a technical proposal may be required. If a technical proposal is required, the RFP will specifically define its requirements. The Selection Team will score the presentation and technical proposal (if required). This score will be added to the original score from the short-listing to determine the most qualified consultant/vendor. The short-listing and the final selection will be sent to the Selection Analyst for review. ~~At the Project Manager's discretion, it may be determined that a presentation and/or technical proposal is not necessary after a complete review of the proposals submitted.~~

2.5 Best Value Selections

16. ~~At the Project Manager's discretion, it may be determined that a presentation and/or technical proposal is not necessary after a complete review of the proposals submitted.~~ Where presentations are not required, the Selection Team will determine the selected consultant/vendor from the information in the proposals.

The CSRT will review the information and approve or take appropriate action to work with the Selection Team and/or Selection Analyst until an approved selection is made.

3.2.6 Presentation

If a presentation is required, the Selection Team may also require a technical proposal. ~~If required, the specific requirements will be indicated in the RFP.~~ **Short listed consultant/vendors will be given no less than three weeks notice of a presentation date. The technical proposals will be due approximately 1 week prior to the presentation date. The technical proposal supplements the information already included and scored in the proposal. It must follow the format outlined below. There is no limit to** **The technical proposal shall have a maximum of seven** ~~the number of pages that can be provided.~~ The technical proposal expands

upon ~~four~~ **three** areas of the proposal. ~~At the MDOT Project Manager's discretion, it may be determined that a presentation and/or technical proposal is not necessary after a complete review of the initial proposal is submitted.~~ The highest scores should be given to presentations and technical proposals that exceed expectations and support or enhance scoring from the original proposal. The lowest scores should be given to poor quality presentations and technical proposals ~~and for information that shows the score from an original proposal.~~

The presentation score is added to the previous score from the proposal. The final selection will be determined by the consultant/vendor with the highest total score.

1. ~~General Information~~

~~Provide all changes from the information that was provided in the original proposal. The Selection Team must determine if the changes in the information are material enough to change the ranking of the consultant/vendor. This determination from the Selection Team will be required to be made any time a change occurs.~~

2. **1. Expanded Understanding of Services and Innovations**

Provide an expanded work plan and **expand on** any proposed innovations in implementing the service.

3. **2. Expanded Qualification of Team-Staff Efficiency/Effectiveness**

Provide how the consultant/vendor will effectively and efficiently use their staff to assure a quality product ~~at a reasonable price~~. Provide a schedule showing how the consultant/vendor plans to complete the service on time. This can be described and shown graphically.

4. **3. Quality Assurance/Quality Control Plan**

Provide an outline plan for this service including background information of selected manager for this service. Person performing the quality control review must have extensive experience with MDOT standards and practices.

4. PART IV – INSTRUCTION FOR SUBMITTING PROPOSALS

4.1 Instructions for Submitting Proposals Electronically

Submission Assistance:

If you need assistance or have questions with submitting your proposal, please use the contact information below:

Email: MDOT-Eproposal@michigan.gov

Contact one of the following people immediately if you receive an error message, do not receive an automated response that your proposal was received, or have any other issues with your submittal.

Amy Meldrum: meldruma@michigan.gov 517-335-0137

Tammy Haring: haringt@michigan.gov 517-290-9444

Michael Meddaugh: MeddaughM@michigan.gov 517-335-1095

Office hours: Monday through Friday 8:00 a.m. to 4:30 p.m.

Innovative Contracting Information:

Innovative Contracting Request for Proposals are not advertised via the eProposal portal. Advertisements for Innovative Contracting Projects can be found on [MDOT's Innovative Contracting website](#)

6.20 Version 20 Changes (May 11, 2023)

Language changes made to various sections throughout the document to reflect FHWA's approval and subsequent delegated authority to a variety of consultant contracting process exceptions, as identified below:

- Tier I Subconsultants not performing 50% of their subcontract dollar value.
- Non-Competitive Solicitation (Sole Source)
- Inadequate Competition (Single Submitter to an advertised RFP)

6.21 Version 21 Changes (April 3, 2025)

Language changes made to reflect SOM/MDOT/CSD internal workflow process and software changes, as well as updates to the optional use of consultant presentation selection review and scoring, as identified below:

- 1.10 Michigan "2/3rds Principal Rule"
- 1.15 Notice of Selection
- 1.17 MDOT Digital Signatures
- 2.1.1 (QBS) Selection – Tier I – Services Estimated at Less than \$250,000
- 2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000
- 2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)
- 2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process – Services Estimated Greater than \$250,000
- 2.4 Low Bid Selections
- 2.5 Best Value Selections
- 3.2.6 Presentation
- Submission Assistance
- Important Notes
- PART V – DEFINITIONS

CONSTRUCTION ENGINEERING SERVICES REVIEW
ROCHESTER ROAD, BARCLAY TO TRINWAY

Firm:

Item No.	Task	Grade	Weight	Total	Comments
1.	Understanding of Project Requirements		3		
2.	Experience with Similar Types of Road Projects		4		
3.	Qualifications & Experience of "Key Personnel"				
	a. Project Engineer		4		
	b. Lead Inspector		4		
	c. Lead Surveyor		1		
	d. Traffic Engineer		1		
	e. Other Staff		1		
4.	Past Performance of the Firm		2		
	Firm Total				

Grade on a scale of 1-5 with 1 representing the lowest and 5 representing the highest.

General Comments:

Reviewer_____

Date_____

EXHIBIT 3

Consultant	Total Score	Avg. Score	Final Rank
Hubbell, Roth & Clark, Inc.	307	76.75	1
Anderson, Eckstein & Westrick, Inc.	278	69.50	2
Fishbeck	268	67.00	3
Spalding DeDecker Assoc., Inc.	263	65.75	4

PRICED PROPOSAL COVER SHEET

Page 1 of 1
EXHIBIT 4

This form replaces a traditional cover letter, and must have a signature by an authorized legal signer. This form is required for all priced proposals, and shall be the very first page(s). This priced proposal is a binding document and no further Consultant signature(s) will be required if an authorization is issued, rather than a contract.

This form shall be completed by each consultant that has a derivation of cost sheet as part of this priced proposal. Traditional cover letters are not required, but may be added after this Priced Proposal Cover Sheet(s).

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 63000 - JN 132535

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

BASIS FOR REIMBURSEMENT AND METHOD OF PAYMENT as specified in the MDOT Scope of Services (*Actual Cost, Actual Cost Plus Fixed Fee, Loaded Hourly Rate, Unit Price, Lump Sum, and Milestones*) When applicable, list ALL Consultant(s) performing work on this project and the basis for reimbursement and method of payment for each.) **Example: Actual Cost Plus Fixed Fee: (Each firm init.)**

Actual Cost Plus Fixed Fee (ACFF)

HRC SME

PREQUALIFICATION CLASSIFICATION(S) (When applicable, list ALL Consultant(s) performing work on this project and all classification(s) in which they will be working. Use current MDOT classification names.) **Example: Design: Roadway: (Each firm init.)**

PRIME CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

Hubbell, Roth & Clark, Inc.

FEDERAL ID NUMBER: (*Must match prequalification*)

38-0668370

ROLE: (Prime, Tier 1, Tier

Prime Firm

COMPANY ADDRESS:

555 Hulet Drive

CITY:

Bloomfield Hills

STATE:

MI

ZIP CODE:

48303

EMAIL (AUTHORIZED CONTRACT SIGNER):

chart@hrcengr.com

PHONE NO.:

2484546300

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

chart@hrcengr.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

AUTHORIZED LEGAL SIGNER: (Printed Name - Title)

**Charles Hart
Vice President**

DIGITAL SIGNATURE AND DATE:



08.05.2025

SUBCONSULTANT PRICED PROPOSAL COVER SHEET AND INTENT TO SUBCONTRACT

This form is to demonstrate the CONTRACTING CONSULTANT'S intent to subcontract or to amend a subcontract. This form replaces the traditional subcontract agreements submitted directly to MDOT through the subcontracting process. It does not serve as a replacement for any subcontract agreements between the CONTRACTING CONSULTANT and SUBCONTRACTING CONSULTANT(S). This form is required of all SUBCONTRACTING CONSULTANTS providing services under the Prime Contract and must have a signature by an authorized legal signer of the SUBCONTRACTING CONSULTANT and CONTRACTING CONSULTANT.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S): CS 63000 - JN 132535	CONTRACT / AUTHORIZATION NUMBER:	BASIS OF PAYMENT: ACFF
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PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

SUBCONTRACT AMOUNT			FIXED FEE		
ORIGINAL:	MODIFICATIONS:	TOTAL:	ORIGINAL:	MODIFICATIONS:	TOTAL:
\$ 30,200.00	\$ -	\$ 30,200.00	\$ 2,166.42	\$ -	\$ 2,166.42

SUBCONTRACTING CONSULTANT PREQUALIFICATION CLASSIFICATION(S) -OR- DESCRIPTION OF SERVICES:

- The SUBCONTRACTING CONSULTANT shall be governed by The laws of The State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in The Prime Contract. The SUBCONTRACTING CONSULTANT shall be governed by all The terms and conditions of The Prime Contract, including any amendments to the original Prime Contract. The terms and conditions of the Prime Contract shall prevail over the services provided for under any subcontract.

- The effective date of the subcontract shall not be prior to the date of signature by both parties, unless a Limited Notice to Proceed is in place. The expiration date of the subcontract shall be the same as the Prime Contract unless otherwise mutually agreed upon by both parties and referenced in the subcontract.

- MDOT, FHWA or its representative may inspect, copy, scan or audit the CONTRACTING CONSULTANT or SUBCONTRACTING CONSULTANT records at any reasonable time after giving reasonable notice. Any audit, examination, review, assessment, inspection and/or investigation performed would allow MDOT to make financial adjustments to charges for which this company has requested reimbursement via an MDOT service contract, and require the company to be directly responsible for any monies owed MDOT.

- The CONTRACTING CONSULTANT shall make payment to any SUBCONTRACTING CONSULTANT within (10) days of receipt of payment. The CONTRACTING CONSULTANT shall pay the SUBCONTRACTING CONSULTANT on the basis of payment identified above.

- Records, including executed subcontracts, are to be maintained for 3 years from the date of final payment to the CONTRACTING CONSULTANT and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.

- The SUBCONTRACTING CONSULTANT agrees that the cost reported to the CONTRACTING CONSULTANT for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract and other direct costs are not already included in the approved overhead rate. The SUBCONTRACTING CONSULTANT also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the prime contract that apply to the reporting of costs incurred under the terms of the Prime Contract.

- The MDOT Project Manager shall be notified in writing by the CONTRACTING CONSULTANT in the event the subcontract or amendment is not executed.

- The individuals signing the subcontract represent and warrant that they have the power and authority to enter into the subcontract (or amendment) and bind the parties for whom they sign.

- The SUBCONTRACTING CONSULTANT certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States.

- Fixed Fee on "as needed" projects is computed by taking the percent of actual labor hours invoiced to labor hours authorized, then applying that percentage to the total fixed fee authorized.

- Amendments to add additional funds need to specify what the basis of payment is, the total amendment fee and fixed fee (if applicable) amounts, and the new total maximum not to exceed subcontract fee and fixed fee amounts.

SUBCONTRACTING CONSULTANT INFORMATION (TIER 1 or TIER 2)


LEGAL BUSINESS NAME: Soils and Materials Engineers, Inc.	FEDERAL ID NUMBER: (Must match prequalification file) 38-1738670	ROLE: (Prime, Tier 1, Tier 2) Tier 1 Sub
COMPANY ADDRESS: 43980 Plymouth Oaks Blvd	CITY: Plymouth	STATE: MI
EMAIL (AUTHORIZED CONTRACT SIGNER): tiffany.vorhies@sme-usa.com	PHONE NO.: 734-891-6020	ZIP CODE: 48170
EMAIL (FOR SIGNED CONTRACT DISTRIBUTION): tiffany.vorhies@sme-usa.com		DBE: N

I, as the SUBCONTRACT CONSULTANT, certify that I am prequalified or certified, as required by the Michigan Department of Transportation, to perform the services under the subcontract.

AUTHORIZED LEGAL SIGNER: (Printed Name - Title) Tiffany Vorhies Vice President	DIGITAL SIGNATURE AND DATE: Tiffany Vorhies Digitally signed by: Tiffany Vorhies Date: 2025.08.04 14:47:06 -04'00'
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CONTRACTING CONSULTANT INFORMATION (PRIME or TIER 1)

I, as the CONTRACTING CONSULTANT, intend to retain the services of the above SUBCONTRACTING CONSULTANT to perform services.

LEGAL BUSINESS NAME: Hubbell, Roth & Clark, Inc.	PHONE NO.: 2484546300
AUTHORIZED LEGAL SIGNER: (Printed Name - Title) Charles Hart Vice President	DIGITAL SIGNATURE AND DATE:  08.05.2025

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 63000 - JN 132535

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

124.77%

DATE MDOT ACCEPTED OVERHEAD COST RATE:

6/25/2024

FISCAL YEAR COVERED FOR RATE CALCULATION:

8/1/2024

to

7/31/2025

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost 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.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

Hubbell, Roth & Clark, Inc.

FEDERAL ID NUMBER: (Must match prequalification file)

38-0668370

ROLE: (Prime/Tier 1/Tier 2)

Prime Firm

COMPANY ADDRESS:

555 Hulet Drive

CITY:

Bloomfield Hills

STATE:

MI

ZIP CODE:

48303

EMAIL (AUTHORIZED CONTRACT SIGNER):

chart@hrcengr.com

PHONE NO.:

2484546300

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

chart@hrcengr.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

**Charles Hart
Vice President**

DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:



08.05.2025

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be effective **January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 63000 - JN 132535

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

218.22%

DATE MDOT ACCEPTED OVERHEAD COST RATE:

7/23/2025

FISCAL YEAR COVERED FOR RATE CALCULATION:

1/1/2024

to

12/31/2024

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost 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.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the **SAFE HARBOR INDIRECT COST RATE of 110%** with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

Soils and Materials Engineers, Inc.

FEDERAL ID NUMBER: (Must match prequalification file)

38-1738670

ROLE: (Prime/Tier 1/Tier 2)

Tier 1 Sub

COMPANY ADDRESS:

43980 Plymouth Oaks Blvd

CITY:

Plymouth

STATE:

MI

ZIP CODE:

48170

EMAIL (AUTHORIZED CONTRACT SIGNER):

tiffany.vorhies@sme-usa.com

PHONE NO.:

734-891-6020

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

tiffany.vorhies@sme-usa.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

**Tiffany Vorhies
Vice President**

DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:

Tiffany Vorhies

Digitally signed by: Tiffany Vorhies

Date: 2025.08.04 14:47:30 -04'00'

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

EXHIBIT A - 1

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S):	CONTRACT / AUTHORIZATION NUMBER:
CS 63000 - JN 132535	

PRIME CONSULTANT NAME:	DBE Goal:	PROJECT DESCRIPTION:
Hubbell, Roth & Clark, Inc.		Rochester Road Reconstruction, Barclay Drive to Trinway Road

Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number 132535	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
HOURS				30,046	-	-	-		30,046	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	29,900	-	-	-		29,900	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	146	-	-	-		146	
LABOR				\$ 1,055,879.04	\$ -	\$ -	\$ -		\$ 1,055,879.04	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 1,049,690.00	\$ -	\$ -	\$ -		\$ 1,049,690.00	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 6,189.04	\$ -	\$ -	\$ -		\$ 6,189.04	
OVERHEAD				\$ 1,323,203.93	\$ -	\$ -	\$ -		\$ 1,323,203.93	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 1,309,698.21	\$ -	\$ -	\$ -		\$ 1,309,698.21	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 13,505.72	\$ -	\$ -	\$ -		\$ 13,505.72	
F.C.C.M.				\$ 5,470.02	\$ -	\$ -	\$ -		\$ 5,470.02	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 5,248.45	\$ -	\$ -	\$ -		\$ 5,248.45	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 221.57	\$ -	\$ -	\$ -		\$ 221.57	
OTHER DIRECT EXPENSES				\$ 18,617.25	\$ -	\$ -	\$ -		\$ 18,617.25	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 10,500.00	\$ -	\$ -	\$ -		\$ 10,500.00	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 8,117.25	\$ -	\$ -	\$ -		\$ 8,117.25	
FIXED FEE				\$ 261,699.12	\$ -	\$ -	\$ -		\$ 261,699.12	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 259,532.70	\$ -	\$ -	\$ -		\$ 259,532.70	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 2,166.42	\$ -	\$ -	\$ -		\$ 2,166.42	
TOTAL COSTS SUMMARY										
Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number 132535	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 2,634,669.36	\$ -	\$ -	\$ -	N	\$ 2,634,669.36	98.9%
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 30,200.00	\$ -	\$ -	\$ -	N	\$ 30,200.00	1.1%
Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub										
TOTAL COSTS				\$ 2,664,869.36	\$ -	\$ -	\$ -		\$ 2,664,869.36	100.0%

DERIVATION OF PRIME CONSULTANT COSTS

Exhibit B

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Prime Firm
PRIME CONSULTANT NAME: Hubbell, Roth & Clark, Inc.	PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road	

PRIME LABOR:

CLASSIFICATION	NAME	HOURS	x	RATE/HR	=	LABOR COST
Principal In Charge	C. Hart	200	x	\$ 60.00	=	\$ 12,000.00
Project Manager	W. Jensen	700	x	\$ 49.70	=	\$ 34,790.00
Project Engineer	R. DeFrain	2400	x	\$ 69.30	=	\$ 166,320.00
Construction Supervisor	M. Garrison	400	x	\$ 41.20	=	\$ 16,480.00
Lead Construction Observer	T. Crouse	2800	x	\$ 30.00	=	\$ 84,000.00
Construction Observer	Various	13000	x	\$ 30.00	=	\$ 390,000.00
Office Technician	T. Schuster	3000	x	\$ 30.00	=	\$ 90,000.00
Lead Design Engineer	N. Baxter	800	x	\$ 38.30	=	\$ 30,640.00
Traffic Engineer	L. Michaels	400	x	\$ 52.00	=	\$ 20,800.00
Surveyor	S. Jacobi	200	x	\$ 55.20	=	\$ 11,040.00
Materials Testing Engineer	W. West	200	x	\$ 58.20	=	\$ 11,640.00
Materials Testing Manager	S. Walsh	500	x	\$ 46.20	=	\$ 23,100.00
Materials Testing Laboratory Manager	S. Elliott	1500	x	\$ 33.00	=	\$ 49,500.00
Survey Crew Chief	J. Hood	200	x	\$ 42.90	=	\$ 8,580.00
Testing Technician	Various	3600	x	\$ 28.00	=	\$ 100,800.00
Total Hours:		29900			Total Labor	\$ 1,049,690.00

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: **124.77%** Total Overhead **\$ 1,309,698.21**

PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: **0.50%** Total F.C.C.M. **\$ 5,248.45**

PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Nuclear Density Gauge	300.00	@	\$ 35.000	Day	=	\$ 10,500.00
Total Other Direct Expenses						\$ 10,500.00

Note: Other direct costs included herein are not also included in the company's overhead rate.

PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: **11%** Total Fixed Fee **\$ 259,532.70**TOTAL PRIME FIRM COSTS **\$ 2,634,669.36**

Firm Role: Prime Firm

Note: Payment Method = ACFF

Michigan Department of Transportation 5101C (01.14.22)		DERIVATION OF SUBCONSULTANT COSTS				Exhibit C	
Summary of all Sub Costs for <u>ALL JOB NUMBERS</u> (including phases) for <u>all</u> services provided. Use additional pages as necessary.							
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535			CONTRACT / AUTHORIZATION #:		FIRM ROLE: Tier 1 Sub		
SUBCONSULTANT NAME: Soils and Materials Engineers, Inc.			PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road				
SUB LABOR:							
CLASSIFICATION	CODE	HOURS	x	RATE/HR	=	LABOR COST	
Chief Consultant		3	x	\$ 92.39	=	\$	277.17
Senior Consultant		1	x	\$ 69.55	=	\$	69.55
Senior Project Consultant		2	x	\$ 57.25	=	\$	114.50
Project Consultant		12	x	\$ 46.42	=	\$	557.04
Senior Staff Specialist		101	x	\$ 37.78	=	\$	3,796.89
Senior Staff Specialist - OT		22	x	\$ 56.67	=	\$	1,246.74
Administrative Assistant		5	x	\$ 25.43	=	\$	127.15
Total Hours:		146		Total Labor		\$	6,189.04
SUB OVERHEAD: (Total Labor x Overhead Rate)							
Overhead Rate:		218.22%		Total Overhead		\$	13,505.72
SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)							
F.C.C.M. Rate:		3.58%		Total F.C.C.M.		\$	221.57
SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)							
Items	Quantity	@	Unit Price	Unit	=	Item Price	
Mileage	2,100.00	@	\$ 0.700	Mile	=	\$	1,470.00
A449	1.00	@	\$ 450.000	Each	=	\$	450.00
F1554 - Mast Arm Anchor Bolt	1.00	@	\$ 1,200.000	Each	=	\$	1,200.00
F1554 - Strain Pole Anchor Bolt	2.00	@	\$ 1,050.000	Each	=	\$	2,100.00
Coatings Kit	2.00	@	\$ 120.000	Day	=	\$	240.00
Lodging OOS (at Cost)	11.00	@	\$ 185.000	Day	=	\$	2,035.00
Breakfast	11.00	@	\$ 11.750	Day	=	\$	129.25
Lunch	12.00	@	\$ 11.750	Day	=	\$	141.00
Dinner	11.00	@	\$ 27.000	Day	=	\$	297.00
Incidentals	11.00	@	\$ 5.000	Day	=	\$	55.00
Total Other Direct Expenses					\$		8,117.25
Note: Other direct costs included herein are not also included in the company's overhead rate.							
SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)							
Fixed Fee Rate:		11%		Total Fixed Fee		\$	2,166.42
TOTAL SUBCONSULTANT COSTS						\$	30,200.00
Firm Role: Tier 1 Sub to HRC				Note: Payment Method = ACFF			

SUMMARY OF PERSON HOURS BY PPMS TASK

EXHIBIT D

All Prime and Subconsultant Hours for EACH JOB NUMBER (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535	CONTRACT / AUTHORIZATION NUMBER:
PRIME CONSULTANT NAME: Hubbell, Roth & Clark, Inc.	PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road

SUMMARY OF HOURS BY PPMS TASK

PPMS Task Code	Task Description	Firm Init.	MDOT JN 132535	MDOT JN	MDOT JN	MDOT JN	Total
6010	Project Inspection	Total	15,800	-	-	-	15,800
		HRC	15,800	-	-	-	15,800
6020	Testing and Reporting	Total	5,946	-	-	-	5,946
		HRC	5,800	-	-	-	5,800
		SME	146	-	-	-	146
6040	Reporting and Record Keeping	Total	3,000	-	-	-	3,000
		HRC	3,000	-	-	-	3,000
6050	Construction Staking	Total	400	-	-	-	400
		HRC	400	-	-	-	400
6001	Contract Administration	Total	1,700	-	-	-	1,700
		HRC	1,700	-	-	-	1,700
6003	Construction Administration	Total	2,800	-	-	-	2,800
		HRC	2,800	-	-	-	2,800
6002	Traffic Engineer	Total	400	-	-	-	400
		HRC	400	-	-	-	400

SUMMARY OF HOURS BY PPMS TASK							
PPMS Task Code	Task Description	Firm Init.	MDOT JN 132535	MDOT JN	MDOT JN	MDOT JN	Total
SUMMARY OF HOURS BY FIRM							
Role	Firm Name	Firm Init.	MDOT JN 132535	MDOT JN	MDOT JN	MDOT JN	Total
Prime Firm	Hubbell, Roth & Clark, Inc.	HRC	29,900	-	-	-	29,900
Tier 1 Sub	Soils and Materials Engineers, Inc.	SME	146	-	-	-	146
Totals			30,046	-	-	-	30,046

Michigan Department of Transportation 5101E (01.14.22)		PROPOSED PERSON HOURS BY PPMS TASK															EXHIBIT E	
Summary of all Prime or Subconsultant Hours for <u>ALL JOB NUMBERS</u> (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.																		
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535							CONTRACT / AUTHORIZATION #:					FIRM ROLE: Prime Firm						
CONSULTANT NAME: Hubbell, Roth & Clark, Inc.							PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road											
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION																		
PPMS Task Code	Task Description	Principal In Charge	Project Manager	Project Engineer	Construction Supervisor	Lead Construction Observer	Construction Observer	Office Technician	Lead Design Engineer	Traffic Engineer	Surveyor	Materials Testing Engineer	Materials Testing Manager	Materials Testing Laboratory Manager	Survey Crew Chief	Testing Technician	HOURS FOR TASK	
6010	Project Inspection					2800	13000										15800	
6020	Testing and Reporting											200	500	1500		3600	5800	
6040	Reporting and Record Keeping							3000									3000	
6050	Construction Staking										200				200		400	
6001	Contract Administration	200	700						800								1700	
6003	Construction Administration			2400	400												2800	
6002	Traffic Engineer									400							400	
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S																		
	Classification:	Principal In Charge	Project Manager	Project Engineer	Construction Supervisor	Lead Construction Observer	Construction Observer	Office Technician	Lead Design Engineer	Traffic Engineer	Surveyor	Materials Testing Engineer	Materials Testing Manager	Materials Testing Laboratory Manager	Survey Crew Chief	Testing Technician	HOURS FOR FIRM	
	Total Hours:	200	700	2400	400	2800	13000	3000	800	400	200	200	500	1500	200	3600	29900	

Michigan Department of Transportation 5101E (01.14.22)										PROPOSED PERSON HOURS BY PPMS TASK										EXHIBIT E			
MDOT CONTROL SECTION(S) - JOB NUMBER(S):										CS 63000 - JN 132535										CONTRACT / AUTHORIZATION #:		FIRM ROLE:	
CONSULTANT NAME:										Soils and Materials Engineers, Inc.										PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road			
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION																						HOURS FOR TASK	
PPMS Task Code		Task Description			Chief Consultant		Senior Consultant		Senior Project Consultant		Project Consultant		Senior Staff Specialist		Senior Staff Specialist - OT		Administrative Assistant				HOURS FOR TASK		
6020		Testing and Reporting			3		1		2		12		101		22		5				146		
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S																						HOURS FOR FIRM	
		Classification:			Chief Consultant		Senior Consultant		Senior Project Consultant		Project Consultant		Senior Staff Specialist		Senior Staff Specialist - OT		Administrative Assistant				HOURS FOR FIRM		
		Total Hours:			3		1		2		12		101		22		5				146		

Summary of all Prime or Subconsultant Hours for **ALL JOB NUMBERS** (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.

SUBCONTRACT NO. _____
CONTROL SECTION NO. EDC 63000
JOB NO. 132535C

FED. PROJECT NO. _____
FED. ITEM NO. _____

THIRD PARTY AGREEMENT

Construction Engineering LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, August 25, 2025, by and between Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48302, hereinafter referred to as the "CONSULTANT," and the City of Troy, 500 W. Big Beaver, Troy, MI 48084 hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to reconstruct and widen Rochester Road, from Barclay to Trinway a TEDF-Category C project within its limits; and WHEREAS, the LOCAL AGENCY has assigned G. Scott Finlay, City Engineer to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain Construction Engineering and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following Rochester Road, Barclay to Trinway improvements, said improvements to be hereinafter referred to as the "PROJECT:"

Rochester Road, from Barclay to Trinway to include: Construction Engineering for the reconstruction and widening from an existing five-lane concrete pavement to a new six-lane concrete boulevard with curb and gutter, sidewalks, driveways, approaches, storm sewer, sanitary sewer, water main, traffic signals, roadway lighting and associated improvements.

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the "MDOT," for the use of TEDE Category C administered by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated August 25, 2025, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A.
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.

7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.
 - a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
 - b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed **Two million six hundred sixty four thousand eight hundred sixty nine dollars and thirty six cents (\$2,664,869.36)**. The fixed fee (profit) shall be the amount of **Two hundred sixty one thousand six hundred ninety nine dollars and twelve cents (\$261,699.12)**, which amount is included in the total amount of **Two million six hundred seventy four thousand six hundred sixty nine dollars and thirty six cents (\$2,664,869.36)**, as shown in Exhibit "A," attached hereto and made part hereof.
16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- c. Non MDOT Pre-Qualified CONSULTANT:

It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

MDOT Pre-Qualified CONSULTANT:

When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT-accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Contract LOCAL AGENCY Work:

When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200 Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

It is further agreed that:

- 18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
- 19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
- 20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and

specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor. All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Appendix C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.
23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Appendix C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
 - a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.
27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such

extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
 - b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories, and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.

The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT, IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

CITY OF TROY

By: _____
Mayor - Ethan Baker

By: _____
Clerk - M. Aileen Dickson

HUBBELL, ROTH & CLARK, INC.

By: _____
TITLE:

By: _____
TITLE:

List of Exhibits/Appendixes/Attachments

Exhibit A – Scope of Services

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
– Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Transportation Certification of Indirect Rate

EXHIBIT A
Scope of Services
AUGUST 25, 2025

CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY THE CONSULTANT:

A. For Project Administration, the Consultant shall:

1. **Constructability Review of Plans:** Provide a competent Engineer or Construction Technician to perform a constructability review of final plans and specifications, and provide written comments to the Project Manager. This review should include, but not be limited to, reviewing plans for completeness of information, correct use of pay items, reasonableness of staging, etc.
2. **Project Engineer:** Perform as the Project Engineer for the Project consistent with the City and RCOC practices and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and procedure manuals. Assign the Project Engineer as liaison between the Consultant and the City-designated Project Manager.
3. **Inspectors:** Perform as the Inspector for the Project consistent with the Department's practice and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and procedures manuals. The Inspectors shall be assigned this Project with a sufficient number of technically qualified and experienced personnel to perform the Services required under the Agreement promptly to avoid delay to the Construction Contractor.
4. **Office Support and Equipment:** Provide an experienced office technician knowledgeable about all aspects of AASHTOWARE and ProjectWise procedures regarding project record documentation. Provide administrative support. Provide all computer equipment necessary to run AASHTOWARE and ProjectWise. Provide project information and status reports to the Project Engineer Manager upon request.
5. **Meetings:** Arrange and conduct conferences and meetings required to carry out the Services or as may be required by the Project Manager. Prepare and distribute minutes of all meetings, including the Preconstruction meeting.
6. **Coordination:** Provide appropriate coordination and contact, public relations, and cooperation with affected local, state, and/or federal agencies including the Federal Highway Administration; other Consultants and other Contractors; the general public; utilities and railroad companies; and local police, fire, and emergency services which may be affected by the Project and which are deemed to be the responsibility of the Consultant by the City and RCOC.
7. **Staking:** Perform all staking following City and MDOT standards, including, but not limited to, all staking to be performed by the Engineer as indicated in accordance with Section 824 of the 2020 Standard Specification for Construction, to ensure accuracy and compliance with the contract documents. Resolve any plan errors, discrepancies, or omissions identified by the Contractor or Consultant and notify the Project Manager.
8. **Progress:** Keep daily diaries, sketches, logs, and records consistent with MDOT requirements to record the Contractor's progress. Notify the Project Manager of any anticipated Contractor's requests for extensions of time. Notify the Project Manager upon receipt of any Contractor's requests for extensions of time.

9. **Changes/Extras/Adjustments:** Before processing a work order or recommendation, notify the Project Manager immediately of any unanticipated Project conditions and any changes, extras, or adjustments to the contract.
10. **Contentious Issues:** Resolve any problems, issues, discrepancies, or other items brought to the attention of the Consultant by the Contractor. Provide written documentation of the resolution of such matters. Keep the Project Manager informed of such issues. The Consultant shall be responsible for resolving any and all complaints brought forth by the public relative to the project, under the direction of the City.
11. **Contractor Claims:** Represent the City as the Project Engineer on any and all claims for extra compensation and denied extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the City. The Consultant shall represent these claims in accordance with Section 104.10 of the 2020 Standard Specification for Construction and/or the MDOT's Written Claim Procedures in effect when the Construction Contractor files the claim.
12. **Staff Reductions:** At the request of the City or within a reasonable time after the lack of need becomes apparent to the Consultant or the Project Manager, withdraw any personnel or halt any services no longer required. The Consultant will not be reimbursed for the cost of personnel charged to a project that the Project Manager has determined was unnecessary.
13. **Consultant Deliverables:** Collect, properly label or identify, and deliver to the City, RCOC and/or MDOT any original diaries, logs, notebooks, accounts, records, reports, as constructed plans, other documents, and Project files prepared by the Consultant in the performance of the Agreement, upon completion or termination of the Agreement. Return, upon completion or termination of the Agreement, Specifications, Manuals, guides, written instructions, construction contracts and plans, unused forms, and any other documents and materials furnished by the City. The Consultant may be responsible for replacing lost documents or materials at a fair and reasonable price.
14. **Design Changes:** Due to this project's complexity, the consultant shall coordinate all necessary design changes with approval from the Project Manager. The estimated time for design changes is 100 hours.

B. For Project Inspection, the Consultant shall:

1. **Ongoing Inspection:** Inspect the Contractor's field construction work, provide quality control, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliance work to be made whole by the Contractor or to find the non-compliance work acceptable to the Consultant and, where necessary, to the Design Consultant, the City, RCOC, and/or MDOT. Inform the Project Manager of non-compliance work and trends toward borderline compliance.
2. **Final Inspection:** Make a final inspection of all work included in the Project, or such portions thereof eligible for acceptance, as soon as possible after notification by the Contractor that the job is completed or after the Consultant's records show the work is completed. Notify the Contractor in writing of particular defects to be remedied if work is unacceptable to the Consultant. Invite the Project Manager and other City personnel, as directed by current City policy, along with RCOC personnel, to participate in the final inspection.

3. **Final Acceptance:** Ascertain that each and every part of the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. Invite the Project Manager and other City personnel, as directed by current City policy, along with RCOC personnel, to participate in the final acceptance.

C. For Quality Control Testing and Reporting, the Consultant shall:

1. **Material Testing:** Sample and/or test materials, to be incorporated in the work, including but not limited to, concrete quality assurance testing, concrete cylinder breaks, bituminous testing, aggregate density testing and reporting, according to Materials Sampling Guide, and reject Contractor's work and materials not meeting the Specifications, Plans, Proposal, the Michigan Construction Manual, Materials Quality Assurance Manual, and all other applicable references, guidelines, and procedures manuals. Determine the acceptability of materials found to be non-compliant. Inform the Project Manager of non-compliance work and trends toward borderline compliance.
2. **Material Certification:** Before incorporating materials tested off the project site, ensure that acceptable test reports and material certifications from the supplier have been received.
3. **Materials Reports:** Submit materials test reports (including, but not limited to Moisture and Density 582B, Inspector's Report of Concrete Placed 1174A, Aggregate Inspection Reports 1900 & 1901, Bituminous QA reports, and Concrete QA reports, etc.) according to the distribution list daily, within one work day following the testing.
4. **Testing Personnel:** For aggregate, concrete, density, and bituminous testing, only personnel certified according to current MDOT requirements.

D. For Measurement, Computation, Documentation, and Recordkeeping, the Consultant shall:

1. **Documentation:** Measure and compute quantities, and provide appropriate documentation of all materials incorporated in the work and items of work completed, and maintain an item record account using AASHTOWARE and ProjectWise software. The consultant must obtain and be able to use the most current version of AASHTOWARE as the primary system for automating all required office work for this project.
2. **Insufficient Tested Materials:** Track insufficient tested materials and notify the Contractor bi-weekly.
3. **Maintain as-constructed** Plans throughout the project, showing field changes, final utility locations, substantial quantity changes, etc. Verify the as-constructed Plan information that the contractor is required to provide.
4. **Reports-Consultant Generated:** Prepare such periodic, intermediate, and final reports and records as may be required by the City and MDOT and as apply to the Project, which may include, but are not limited to:
 - a. Inspector's Daily Reports
 - b. Work Orders, Form 1137
 - c. Construction Item and Tested Material Records using AASHTOWARE and ProjectWise

- d. Transfer of Tested Materials (Form 1178)
 - e. Monthly Report on Material Inspection (Form 1158)
 - f. Moisture and Density Determination Reports (Form 582B)
 - g. Inspector's Report of Concrete Placed (Form 1174A)
 - h. NPDES Stormwater Operator Reports (Form 1126)
 - i. Labor Compliance, such as the Weekly Employment and OJT Report (Form 1199)
 - j. Mechanical Analysis, (Form 1901)
 - k. Construction Pay Estimate Report
 - l. Bi-Weekly Construction Progress Report (Form 1102A) and Weekly Statement of Working Days Charged (Form 1116), if applicable
 - m. Force Accounts
 - n. Contract Modifications (Recommendation / Authorizations)
 - o. Extension of Time and Liquidated Damages, (Form 1100A)
 - p. Contractor Evaluation (Form 1182)
 - q. Reduction in Reserve, and
 - r. Other records and reports are required for the project by the project manager and as required by specifications, plans, proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and procedures manuals.
5. **Reports-Contractor Generated:** Review, process, and/or approve Construction Contractor submittal of records and reports required by the City, RCOC and/or MDOT as applicable to the Project, which may include, but not limited to:
- a. Working Drawings
 - b. Weekly Employment Reports, Certified Payrolls (Form 1199)
 - c. Contractor's claims for additional compensation and extension of time, and
 - d. Other reports and records as required by the Project Engineer Manager.
6. **Project Files:** Maintain project files in accordance with the MDOT Office Manual. Copy select correspondence and documentation to the Project Manager.
- F. For Finalizing All Project Documentation, the Consultant shall:**
- 1. **Final Measure and Summarize:** Final field measure applicable work items. Prepare final summaries for applicable items of work.
 - 2. **Project Review/Certification:** Participate in and resolve items determined to be insufficient during MDOT's review(s) of project records before submitting the Final Estimate.

The project records shall be ready for the final records review within 90 calendar days of the actual project completion date.
 - 3. **Final Documents:** Prepare and submit the Final Estimate, Final Quantity Sheets, Final Marked As-Constructed Plans, and the Design/Construction Package Evaluation (Form 285-2). The Final Estimate package shall be submitted to the Project Manager within 45 days of the Final Records Review.

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE

June 27, 1996

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

THE DISPUTE RESOLUTION PROCESS

November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans.. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The **LOCAL AGENCY** will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those

set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify, a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D
CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted. .

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.
2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.
6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The CONTRACTOR shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each SUBCONTRACTOR, as well as the CONTRACTOR itself, and said CONTRACTOR shall permit access to the CONTRACTOR'S books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under THIS CONTRACT and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a CONTRACTOR has not complied with the contractual obligations under THIS CONTRACT, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Contract found to have been violated and/or declare the CONTRACTOR ineligible for future contracts with the state and its political and civil subdivisions, DEPARTMENTS, and officers, including the governing boards of institutions of higher education, until the CONTRACTOR complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the CONTRACTOR is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The CONTRACTOR shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each SUBCONTRACTOR or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR'S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.
 - b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

6. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation from a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interests of the state. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

1. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

The CONTRACTOR, subrecipient or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of THIS CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of THIS CONTRACT, which may result in the termination of THIS CONTRACT or such other remedy as the recipient deems appropriate.

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications, and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHEMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER
TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
- Lower
Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

Attachment C Transportation Certification of Indirect Rate

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S):	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY:	
PROJECT DESCRIPTION:	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Tier 1 Sub <input type="checkbox"/> Tier 2 Sub			
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER (Must match prequalification file):	
COMPANY ADDRESS:	CITY:	STATE:	ZIP CODE:
EMAIL ADDRESS:	PHONE NO.:		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title):	SIGNATURE OF CERTIFYING OFFICIAL:
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Clear Form