



# Consultant Services Manual

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## Introduction

This Manual is intended to assist Consultants in conducting business with the West Virginia Department of Transportation, Division of Highways. It has been prepared to inform Consultants and the various WVDOH personnel of the guidelines and methods for qualifying Consultants, requesting a Letter of Qualifications, preparing fee proposals, negotiation procedures, agreement considerations, invoicing procedures and instructions, and other related subjects.

The information contained within this manual is applicable to all types of Engineering and Architectural Consultant agreements including Statewide and Supplemental Agreements for Shop Drawing/Construction Engineering Review, Bridge Inspection, Construction Inspection, Materials Inspection and Testing, Cultural and Natural Resource Investigation, etc.

This Manual should not be considered a contract document, and its contents are not legally binding upon any West Virginia Department of Transportation, Division of Highways contract. The content within is subject to change. Approved revisions will be issued on an as-needed basis and tracked in the table below.

Revision	Issue Date	Brief description of modifications
0	April 2, 2025	Initial issuance of Consultant Services Manual

Any questions or comments on this Manual should be directed to the Consultant Services Section of the Engineering Division.

## Table of Contents

<b>List of Abbreviations .....</b>	<b>iii</b>
<b>1 Checklist to Perform Services .....</b>	<b>1</b>
<b>2 Requirements to Perform Services .....</b>	<b>2</b>
<b>3 Letters of Qualifications .....</b>	<b>7</b>
<b>4 Selection of Consultants.....</b>	<b>10</b>
<b>5 Procurement Timeline.....</b>	<b>13</b>
<b>6 Agreements .....</b>	<b>15</b>
<b>7 Invoicing.....</b>	<b>17</b>
<b>8 Project Reporting .....</b>	<b>18</b>
<b>9 Consultant Evaluations .....</b>	<b>19</b>
<b>10 Project Closeout .....</b>	<b>23</b>
<b>11 Audit Requirements .....</b>	<b>24</b>

## List of Appendices

Appendix A – SF-330

Appendix B – Example Invoicing Formats

Appendix C – Performance Evaluation Criteria

Appendix D – Short List Process

Appendix E – Conflict of Interest

Appendix-F – Management Support Consultants (MSC)

Appendix-G – Project Evaluation Worksheet

## List of Abbreviations

AASHTO	American Association of State Highway and Transportation Officials
ACEC-WV	American Council of Engineering Companies of West Virginia
A/E	Architecture/Engineering
CAWV	Contractors Association of West Virginia
CCQQ	Consultant Confidential Qualification Questionnaire
CEI	Construction Engineering & Inspection
CFR	Code of Federal Regulations
COA	Certificate of Authorization
CPA	Certified Public Accountant
CPM	Critical Path Method
DBE	Disadvantaged Business Enterprise
DD	Design Directive
FAR	Federal Acquisition Regulations
FCCM	Facility Capital Cost of Money
FEIN	Federal Employer Identification Number
FHWA	Federal Highway Administration
GSA	General Services Administration
ICQ	Internal Control Questionnaire
IRS	Internal Revenue Service
ISO	International Organization for Standardization
LOQ	Letter of Qualification
MSC	Management Support Consultant
NEPA	National Environmental Policy Act
PM	Project Manager
PMD	Project Modification Document
PPP	Paycheck Protection Program
PS&E	Plans, Specifications, and Estimate
QAC	Quality Accuracy and Completeness
QA/QC	Quality Assurance/Quality Control
RW	Right of Way
SF-330	Standard Form 330
UCP	Unified Certification Program
US	United States
U.S.C.	United States Code
WBE	Women owned Business Enterprise
WV	West Virginia
WVDOH	West Virginia Division of Highways
WVDOT	West Virginia Department of Transportation

# 1 Checklist to Perform Services

A Consultant shall meet the following minimum requirements to provide services to the West Virginia Department of Transportation (WVDOT), Division of Highways (WVDOH).

- ☐ Register business with the Internal Revenue Service (IRS) to obtain a Federal Employer Identification Number (FEIN).
- ☐ Register business with the appropriate federal, state, county, and local agencies.
  - a. At a minimum, Consultant shall register business with the WV Secretary of State's Office to obtain a WV Business License.
  - b. A PDF of the WV Business License may be required with submittals.
  - c. Consultant may need to register with local counties or municipalities depending on the actual location of their offices and where they are performing services.
- ☐ To provide (or offer to provide) engineering services for projects in West Virginia, the Consultant will need to obtain a Certificate of Authorization (COA) from the WV State Board of Registration for Professional Engineers. Note, this authorization is separate from the business license obtained from the WV Secretary of State's Office.
- ☐ To provide (or offer to provide) surveying services for projects in West Virginia, the Consultant will need to obtain a Certificate of Authorization (COA) from the WV State Board of Professional Surveyors. Note, this authorization is separate from the business license obtained from the WV Secretary of State's Office.
- ☐ To provide (or offer to provide) architectural services for projects in West Virginia, the Consultant will need to register with the WV Board of Architects. Note, this authorization is separate from the business license obtained from the WV Secretary of State's Office.
- ☐ Submit Consultant's AASHTO Internal Control Questionnaire (ICQ), Overhead information, Balance Sheet, CPA Audit Report, Overhead Calculation, and Consultant Overhead Certification to [dotauditoverheads@wv.gov](mailto:dotauditoverheads@wv.gov).
  - a. The Consultant will need a PDF of their Indirect Cost Desk Review Memo from the WVDOT Auditing Division approving the Consultant's overhead rate for office and/or field services for potential cost proposals.
- ☐ Submit Consultant's Standard Form 330 (SF-330).
  - a. The SF-330 should be submitted as soon as possible after January 1 of each year.
- ☐ Consultants interested in being considered for pre-qualification must submit a "Letter of Qualification" and one (1) unpriced prospectus for the most recently advertised LOQ.
  - a. Projects with an anticipated fee of less than \$750,000 may be selected from the WVDOH list of prequalified Consultants. Projects with an anticipated fee of more than \$750,000 must be selected using a project-specific advertisement.

## 2 Requirements to Perform Services

### 2.1 Standard Form 330 (SF-330)

To be qualified to perform services, the General Services Administration (GSA) Standard Form 330 (SF-330) must be completed and submitted annually to the Consultant Services section at [DOH.consultantservices@wv.gov](mailto:DOH.consultantservices@wv.gov). It is suggested that a read-receipt be added to the submission email as no written notification will be provided by WVDOH to confirm receipt.

These items are required by all entities conducting business with WVDOH, regardless if they are a Prime Consultant or Subconsultant. To be considered to perform services, these items MUST be submitted as soon as possible after January 1st of each calendar year. These items will NOT be accepted if predated or submitted prior to January 1st for the upcoming calendar year.

If significant changes occur which impact the Consultant's information, it is the responsibility of the Consultant to provide a timely update to WVDOH. Examples of significant changes include point of contact, address, or unique entity identifier.

The Consultant shall complete the following sections of the SF-330 listed below. The current SF- 330 form (Rev 7/2021) is provided as an attachment in Appendix A for reference; however, the Consultant should utilize the most current version available at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>.

Note, as of the adoption of this Manual, the Consultant Confidential Qualification Questionnaire (CCQQ) will no longer be allowable for annual qualifications, nor is it considered a substitute or alternative for the SF-330 format.

#### **Part I Section B (Architect-Engineer Point of Contact)**

The Point of Contact shall be the designated Principal of the firm. The firm name (Box 5) shall exactly match how the Consultant's name appears on their Certificate of Authorization from the West Virginia Secretary of State's office. This includes the use of uppercase/lowercase lettering, italics, abbreviations, etc.

#### **Part I Section E (Resumes of Key Personnel Proposed For This Contract)**

This section is ONLY required for the Consultant's initial SF-330 submission, unless there is a need to remove or add new staff associated with the firm. Section E should be prepared as follows:

- The Consultant shall be required to complete all fields in Section E. If a field is not applicable, insert "N/A".
- A maximum of ten (10) resumes are to be included.
  - One (1) resume shall be the Point of Contact from Part I Section B.
  - No more than five (5) resumes shall be submitted per discipline, e.g. roadway, traffic, structural, etc.
- Each resume shall be a maximum of two (2) pages and highlight relevant experience with WVDOH including specific roles on projects. If the Consultant does not have WVDOH or transportation experience, include similar type projects from other state or local agencies.

- Example projects used on resumes are required to either be current or have completion of professional services within the previous ten (10) years.

**Part I Section F (Example Projects which Best Illustrate Proposed Team’s Qualifications for This Contract)**

This section is ONLY required for the Consultant’s initial SF-330 submission, unless there is a need to remove or add new projects associated with the firm. Section F should be prepared as follows:

- The Consultant shall be required to complete all fields in Section F. If a field is not applicable, insert “N/A”.
- A maximum of ten (10) example projects are to be included.
  - Only include projects which are highlighted on the staff resumes.
- If the project experience is in a Subconsultant or alternative delivery role, indicate this in Box 21.
- For Box 25, include all associated firms involved in this project.
- Example projects are required to either be current or have completion of professional services within the previous ten (10) years.

**Part I Section G (Key Personnel Participation in Example Projects)**

This section is ONLY required for the Consultant’s initial SF-330 submission, unless there is a need to remove or add new staff or projects associated with the firm.

**Part I Section H (Additional Information)**

This Section, which shall not exceed two (2) pages, should be prepared as follows:

- Although not required, additional information regarding the firm’s history and experience in West Virginia can be provided in Box 30.
- Boxes 31, 32, and 33 shall be signed by the firm’s authorized representative, e.g. authorized signatory for contracts.

**Part II (General Qualifications)**

The firm name and address (Box 2) shall exactly match their Certificate of Authorization from the West Virginia Secretary of State’s office. This includes the use of uppercase/lowercase lettering, italics, abbreviations, etc. Part II should be prepared as follows:

- The Consultant shall be required to complete all fields in Part II. If a field is not applicable, insert “N/A”.
- Include the primary office where work will be managed and performed plus up to five (5) branch offices.

## 2.2 Transportation Auditing Overhead Submittal

The following shall be submitted to [dotauditoverheads@wv.gov](mailto:dotauditoverheads@wv.gov) on an annual basis to determine an approved overhead rate for use on WVDOT projects.

- AASHTO Internal Control Questionnaire (ICQ)
- Company Financial Statements
- PPP Loan Certification, if applicable

In response to this submission, WVDOT will issue an “Indirect Cost Desk Review Memo” which shall be used on contracts funded by the State of West Virginia and/or Federal sources, including projects for WVDOT and WV Local Public Agencies. See Chapter 11 for additional information.

## 2.3 Quality Assurance/Quality Control Policy Submittal

Consultants shall submit an overview of their corporate Quality Assurance/Quality Control (QA/QC) procedures on an annual basis, as soon as possible after January 1st of each calendar year, to WVDOT at [DOH.consultantservices@wv.gov](mailto:DOH.consultantservices@wv.gov).

The intent of this request is to verify the Consultant has developed and implemented a QA/QC procedure. This overview shall provide sufficient detail to outline the content of the procedure and document how the Consultant will monitor the work to meet the standard of care.

If the Consultant’s QA/QC procedures have been certified to ISO (or equivalent standards) in any location in which you operate, please indicate location and scope of that certification.

## 2.4 Registrations

To be qualified to perform services, the following registrations are required to be obtained and maintained, as required, by each governing entity. These items are required for all entities conducting business with WVDOT, regardless if they are a Prime Consultant or Subconsultant.

If significant changes occur which impact the Consultant’s information, it is the responsibility of the Consultant to provide a timely update to the governing entity. Examples of significant changes include point of contact, address, or firm acquisition.

Where submission to the WVDOT is indicated, the Consultant shall submit the documentation to [dotauditoverheads@wv.gov](mailto:dotauditoverheads@wv.gov). It is suggested that a read-receipt be added to the submission email as no written notification will be provided by WVDOT to confirm the receipt.

### **Certificates of Authorization (COA)**

The Consultant shall maintain COAs, appropriate for the professional services being performed. Contact information for each governing board is provided below.

West Virginia State Board of Registration for Professional Engineers  
300 Capitol Street, Suite 910  
Charleston, WV 25301  
(304) 558-3554  
<http://www.wvpebd.org>

West Virginia Board of Professional Surveyors  
1124 Smith Street, Suite B127C  
Charleston, WV 25301  
(304) 558-0350  
[www.wvbps.wv.gov](http://www.wvbps.wv.gov)

West Virginia Board of Architects  
405 Capitol Street, Mezzanine Suite 3  
Charleston, WV 25301  
(304) 558-1406  
<https://brdarch.wv.gov>

#### **wvOasis Registration**

Consultants shall be registered as a vendor with wvOasis to perform business with the WVDOT. It is critical the firm name and address be kept up to date as this information will be utilized on WVDOT invoicing and payments. Refer to the wvOasis website for additional information: [www.wvoasis.gov](http://www.wvoasis.gov).

#### **State of West Virginia Business Registration**

The Consultant shall be registered with the West Virginia Secretary of State and maintain the requirements of annual filing, as required. Refer to the Secretary of State's website for additional information: <https://sos.wv.gov>.

#### **Workers Compensation and Unemployment Registration**

The Consultant shall be registered with Workforce West Virginia and maintain good standing for Workers Compensation and Unemployment Accounts. Prior to entering into a contract, the WVDOT will check the default databases. If a firm is not in good standing, the contract will not be executed until corrective action is taken.

Registration requirements and additional information on Workers Compensation can be obtained by contacting:

Workforce West Virginia  
Status Determination Unit  
112 California Avenue  
Charleston, West Virginia 25305  
(304) 558-2677  
[www.workforcewv.org](http://www.workforcewv.org)

#### **Disadvantaged and Women-owned Business Enterprise (DBE/WBE) Registration, if applicable**

It is the policy of the WVDOT that Disadvantaged and Women-owned Business Enterprises (DBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds in accordance with the WVDOT's Disadvantaged Business Enterprise Program and WVDOT's Unified Certification Program (UCP).

For certification as a DBE, Consultants shall follow the requirements outlined in the UCP and submit an application to the address listed below. It is recommended to contact the Civil Rights Compliance Division for additional details and requirements prior to initiating an application.

West Virginia Department of Transportation  
Civil Rights Compliance Division  
1900 Kanawha Boulevard, East  
Building 5, Room 430  
Charleston, WV 25305  
(304) 558-3931  
[Dot.eeo@wv.gov](mailto:Dot.eeo@wv.gov)

#### Important Links

- Standard Form 330 (SF-330) → <https://www.gsa.gov/forms-library/architect-engineer-qualifications>

### 3 Letters of Qualifications

Legal notifications requesting a Letter of Qualification (LOQ) and Unpriced Prospectus from consulting firms wishing to provide services to the WVDOH may be advertised in the Charleston Gazette-Mail and will be posted on the WVDOT and WV State Auditor's websites for a minimum of fourteen (14) days. In addition, copies of the classified advertisements will be provided to the American Council of Engineering Companies of West Virginia (ACEC-WV), and the Contractors Association of West Virginia (CAWV). The advertisement will indicate the type of service being requested.

The type of services being requested may include, but not necessarily limited to, the following:

- Project management
- Construction management/  
construction inspection
- Bridge inspection
- Feasibility studies
- Preliminary engineering
- Design
- Engineering
- Surveying
- Aerial photography and mapping
- Architectural
- Materials inspection
- Sampling and testing materials
- NEPA related documentation
- Cultural resources
- Natural resources
- Related services to any above

#### **Ability to Perform Work**

Consultants submitting LOQs shall provide proof of ability to perform work in West Virginia and documentation that all business registrations are current. These documents may include the following, as per the legal notification:

- Registration with the WV Secretary of State Business & Licensing:
  - Copy of the Certificate of Authorization
  - Copy of the Business Organization Detail sheet from the Business and Licensing Section of the WV Secretary of State's office Online Data Services
- A copy of a valid Certificate of Authorization to offer Engineering, Surveying, and/or Architectural professional services within the state, issued by the appropriate West Virginia Board.
- Current Indirect Cost Desk Review Memo, which is in effect at the time of the LOQ, provided by the WVDOT Transportation Auditing Division.
- The Consultant will also provide a list of firms to be used as Subconsultants. The above requirements shall also pertain to any and all Subconsultants.

#### **ALL DOCUMENTATION FOR THE PRIME CONSULTANT AND ANY SUBCONSULTANTS MUST BE INCLUDED IN THE PROSPECTUS.**

Consultants failing to provide proper documentation or failure to meet the LOQ submission deadline shall be disqualified. In the case of a response to advertisement for services, if all previously listed requirements are not met, the Consultant's LOQ will not be forwarded to the Preliminary Selection Committee.

### **Evaluation Factors**

The LOQ and Unpriced Prospectus may include the following evaluation information factors that will be rated by the Preliminary Selection Committee at the Short List Meeting. Refer to the legal notification for evaluation factors specific to the project being advertised.

Professional qualifications necessary for consideration and satisfactory performance of the required work and as a minimum shall have a professional engineer licensed by the State of West Virginia. That person shall be located within the office where the work is to be performed and shall demonstrate sufficient experience performed for transportation related design and plan development to be provided. This individual shall be the person-in-charge overseeing the work and must be readily accessible to the WVDOT, preferably located in-state.

1. Consideration shall be given to specialized experience and technical competence. Specialized experience shall focus on the qualifications of the staff working on the project with emphasis placed on individual specialized expertise required for the project. Strong consideration will be based on the professional and non-professional staff stationed within the office where the work is to be performed.
  - (a) As a minimum, the firm shall provide a Resume for the Point of Contact and any discipline leader who will be committed to the needs of the project. Resumes shall be limited to ten (10) individuals for all LOQ's unless WVDOH specifically increases or reduces this number within the individual advertisement and shall be limited to one (1) page.
  - (b) Experience may also be illustrated using project single-page descriptions provided in the SF-330 format. Projects shall be limited to no more than ten (10) projects and may only include work performed within the previous ten (10) years.
  - (c) The total prospectus should be no more than thirty (30) pages plus required appendices.
2. Capacity consideration shall be made on the firm's ability to accomplish the work within the WVDOT required schedule time frame and personnel dedicated to performing such work.
3. Documented past performance with the WVDOH, including past Consultant evaluations (See Chapter 9). If the Consultant has no past performance with the WVDOH, then the score will be determined by the Preliminary Selection Committee.
4. Location and knowledge of locality shall be based on the geographic location of the Consultant's office relative to the project site, along with experience and knowledge of the area.

In addition to the above evaluation factors, the LOQ and Unpriced Prospectus may include the following items. Refer to the legal notification for additional items specific to the project being advertised:

1. A completed copy of SF-330 (Architect-Engineer General Qualifications) must be submitted within the LOQ, if not already on file with WVDOH and must be dated for the calendar year specified in the advertisement. If submitted, this document shall be provided as an appendix. It must specifically indicate the staff levels by classification located in-state vs. out-of-state.

2. Firms submitting LOQ's shall submit a detailed current list of all work assigned by any WVDOH division or district. The list shall include division or district of assignment, project name, state project number, percentage of work completed based on maximum amount payable, and the total maximum amount payable. This document shall be provided as an appendix to their LOQ.
3. Completed copies of the WVDOT's "Consultant Short List Selection Criteria Technical Evaluation" form limited to a single page. Cross referencing on this form to other parts of the prospectus is not acceptable. This document shall be provided as an appendix of the prospectus.
4. Location of office or office(s) in which the work, or part of the work, will be performed.
5. Identification of Subconsultants by name as to the type of work anticipated to be subcontracted or performed, if proposed as part of the design team.
6. Identification of software (including design software) that may potentially be utilized for this project.

#### Important Links

- Advertisements for consulting services may be found on the WVDOT's website at: <https://transportation.wv.gov/highways/Pages/UpcomingContracts.aspx>
- Advertisements for consulting services may be found on the WV State Auditor's website at: [Legal Notices - wvsao.gov](https://www.wvsao.gov/LegalNotices)
- WV Secretary of State's office Online Data Services at: <https://apps.sos.wv.gov/business/corporations/>
- The Technical Evaluation form can be downloaded from WVDOT's website at: <https://transportation.wv.gov/highways/engineering/Consultant/Short%20List%20Selection%20Tech%20Eval%20Form%20REV%20April%202018.doc>

## 4 Selection of Consultants

This chapter covers the selection of Consultants utilizing all processes. Details can be found in 23 CFR 172, WV Code §5G-1-4, and WV 157CSR1, Section 7.

### 4.1 Selection of Consultants Using the Competitive Selection Process

This section covers the selection process for projects anticipated to exceed \$750,000, as per the codes and laws referenced above. Projects shall be advertised, and firms submitting an LOQ shall be short-listed, selected and placed under agreement through the interview process identified in WV 157CSR1 Section 7.4. The Division or District will advertise for Letters of Qualification from Consultants interested in performing the service.

The WVDOH Division Director requesting consulting services shall designate the appropriate staff to review the LOQ's and all required documentation to assure that pertinent information and data have been submitted in accordance with the advertisement. Information and comments from this review will be provided to the Preliminary Selection Committee. A similar review by that committee will take place resulting in a short listing of Consultants.

These reviews shall include, but may not be limited to, the following:

- Comparison of Factors of Interest.
- Qualifications.
- Consultant's Short List Selection Criteria Technical Evaluation.
- The WVDOH's previous Performance Evaluations (if available).
- Current Workload for Prime Consultant and Subconsultant.
- Office location where work is to be performed, not just managed.
- Completeness of the Prospectus which includes Approved Overhead Rates, COA, e.g., any information requested in the advertisement for both the Prime Consultants and Subconsultants.

Based on the reviews, a minimum of two (2) more Consultants than required shall be short-listed, which typically results in three (3) Consultants, unless the Committee, after considering the project particulars, decides that more than three (3) should be short-listed.

#### **Short List Process**

Short List Process and Conflict of Interest are available as Appendices.

#### **Interview Process**

The short-listed Consultants shall be interviewed by a panel of individuals representing various aspects of the project. Interview presentation times may vary at the discretion of the Division requesting the service, but will be provided with the interview invitation. The interview panel will vote at the conclusion of the final Consultant's presentation.

The Consultants will be ranked according to the total of their scores, with the Consultant receiving the lowest score being recommended for selection. In the case of a tie, the Consultant that receives the most No. 1 votes will be recommended for the project. If neither Consultant received a majority of the No. 1 votes, the interview panel will recast their votes including only the Consultants that

tied; the Consultant receiving the lowest score will be recommended for the project. The short-listed Consultants will be notified via email with the results of the selection order once the selection is approved by the Commissioner of Highways. The Consultant selected to perform the requested services will be notified via email with a designated time frame for holding a detailed Scope of Work meeting.

All Consultants submitting an LOQ and Unpriced Prospectus shall be notified via email of the selection. The results of the selection will also be posted on the WVDOH website. Per WV CSR1571, Section 7, the short-listed Consultants that were not selected to perform the services may request a debrief meeting from the WVDOH Division Director that requested the services. No debrief meetings will be performed for Consultants that were not short listed.

- A Consultants not selected may also appeal to the Commissioner, but must do so in writing within ten (10) days after the date of being notified. Claims or disputes in reference to payment, work, method of compensation, or performance evaluation are also eligible for appeals.
- B Once all administrative procedures have been exhausted with the State, matters concerning work performed, wherein Federal funds are used in whole or part, may be protested to FHWA. Please refer to the FHWA Consultant Services Website for their Best Practices in Management of Design Errors and Omissions, as prepared as part of NCHRP Project 20-70, Task 225. However, reviews of protests by the federal agency will be limited to: (1) violations of federal law or regulations; or (2) violations of the state's protest procedures for failure to review a complaint or protests. Protests received by FHWA other than those specified above will be referred to the State.

**Note: Consultants are advised to review applicable regulations governing procurement of selections. The process provided herein may be superseded by West Virginia State Code §5G and/or other applicable West Virginia Code of State Rules.**

## 4.2 Selection of Consultants Using ID/IQ or Statewide Procurement Process

This section covers the selection process for projects anticipated to be less than \$750,000, as per the codes and laws referenced above. Master Agreement categories shall be advertised, and firms submitting an LOQ shall be short-listed, selected and placed under agreement through the interview process identified in WV 157CSR1 Section 7.4. A Master Agreement shall be valid for two (2) years, with the option to extend for three (3) consecutive 1-year terms so long as both parties agree. Firms selected shall be placed on a list of eligible firms that are available for task assignment.

The Division Director or District Manager requesting the service shall obtain approval from the Commissioner to use the ID/IQ or Statewide Process procedure and shall follow all the requirements of the Competitive Selection Process. Consultants that will be considered must have a Statewide Master Agreement in place for the service requested. A minimum of two (2) more Consultants than required shall be contacted to inquire about their interest in the project. Once notification of interest is received from the required number of Consultants, a selection will be made from the interested Consultants based on various factors. A selection memo is then prepared and sent to the Commissioner of Highways for review and approval.

### 4.3 Selection of Consultants Using a Prequalified List

This section covers the selection process for projects anticipated to be less than \$750,000, as per the codes and laws referenced above. Prequalification categories shall be created by the Division or District needing specific categories. The Division or District shall request approval of the category from the Commissioner of Highways. Once approved, the category shall be submitted to the Engineering Division for storing. The overseeing organization shall advertise for services. Each advertisement shall be open for a maximum of five (5) years. At any time during those 5 years, a firm may submit all required documentation for inclusion as an eligible firm on the appropriate prequalification category list.

The Division Director or District Manager requesting the service of a consulting firm, using the available firms from the Prequalified List, is not required to obtain pre-approval from the Commissioner to use this process. Pre-approval shall be assumed due to the Commissioner having approved the firm's inclusion on the Prequalification List. The Division Director or District Manager requesting the service shall contact a minimum of two (2) more Consultants than required from active firms available on the appropriate Prequalified List. Once notification of interest is received from the required number of Consultants, a selection will be made from the interested Consultants based on various factors. A selection memo is then prepared and sent to the Commissioner of Highways for review and approval.

#### **Important Links**

- West Virginia State Code §5G provides the legislative requirements for Procurement of Architect-Engineer Services by State and Its Subdivisions → <https://code.wvlegislature.gov/5G-1/>
- Code of State Rules → <https://apps.sos.wv.gov/adlaw/csr/>
- Results of Consultant selections may be found on the WVDOT website at <https://transportation.wv.gov/highways/Pages/UpcomingContracts.aspx>

## 5 Procurement Timeline

After notification of selection, the procurement process is initiated with the Consultant. In general, the following are expected from the Consultant:

- Due diligence prior to the Scope of Work meeting to understand the project and required services.
- Providing appropriate level of written narrative to accurately describe the work required, assumptions, and exclusions to the Scope of Work.
- Thorough understanding of WVDOH's Specifications, Standards, and Manuals.
- Timely and accurate submissions (see Chapter 9 for WVDOH's process for evaluating Consultant procurement).
- Responsibility for reviewing the Subconsultant's proposals prior to submittal for completeness, quality, and accuracy.
- Submitting proposals electronically to the appropriate WVDOH Division's procurement email box, as an example, for Engineering Division procurement use [DOHEngineeringproposals@wv.gov](mailto:DOHEngineeringproposals@wv.gov).

The chart below outlines the procurement process from the Consultant's perspective:

### 1. Prior to Scope of Work Meeting

#### Site Visit

The Consultant, if possible, should conduct a site visit of the project area to understand the constraints, existing conditions, and services which may be required.

#### Draft Narrative Submission

The Consultant shall prepare a Draft Narrative Scope of Work which outlines the required services, assumptions, etc. It is recommended the narrative follow the WVDOH's Fee Proposal Spreadsheet to allow for correlation of services between the text and hours. No rates, hours, or fee information is to be submitted with the narrative. This narrative shall be provided to the WVDOH at least one (1) day prior to the Scope of Work meeting for review.

### 2. Scope of Work Meeting

WVDOH will contact the Consultant to schedule the Scope of Work meeting. This meeting may be held virtually or in-person at the WVDOH offices or project site. During this meeting, WVDOH will review the Scope of Work notes, schedule, interim completion dates, and Consultant's Draft Narrative Scope of Work.

### 3. Revised Narrative Proposal Submission

Subsequent to the Scope of Work meeting, the Consultant will be required to submit the Revised Narrative Scope of Work by the date provided by WVDOH's PM (typically 3-5 days after the Scope of Work meeting). This shall include the following:

- Revised Narrative
- “Zeroed out” Fee Proposal Spreadsheet
  - Consultant is responsible for utilizing the most current version of the spreadsheet and confirming their Subconsultants utilize the same.
  - Consultant to determine planned labor categories and provide staff rates in the appropriate categories. Rates shall be certified by the Consultant’s Principal or Office Manager prior to submission.
  - Consultant to input current overhead and facility capital cost of money (FCCM) rates.
  - Based on the narrative, the Consultant shall illustrate the tasks and labor categories which will be required for the project with a “0”. Only tasks and labor categories in which the Consultant anticipates hours should be shown with a zero. Note, the WVDOT will utilize this spreadsheet to develop their independent estimate.
  - Based on the narrative, the Consultant shall identify anticipated mileage, travel, and other direct costs associated with the project. These can be identified, not by quantity, but by number of miles, lodging/meal rates, etc. associated with particular tasks.
- Approved Critical Path Method (CPM) Diagram.

#### 4. Fee Proposal Submission

After the Consultant’s Revised Narrative Proposal Submission, the WVDOT will prepare their Independent Fee Estimate. Once this is internally approved at WVDOT, the Consultant will be contacted to request their completed fee proposal. The Consultant shall submit the completed fee proposal within two (2) weeks after receiving the request from the WVDOT.

#### Important Links

- WVDOT Fee Proposal Template → <https://transportation.wv.gov/highways/engineering/Pages/Manuals.aspx>

## 6 Agreements

The WVDOH utilizes various agreement types depending on the overall contract amount and anticipated complexity. Consultants are advised to review Code of State Rules §157-1-7 for WVDOH Procurement Procedures for Negotiated Contracts for additional detail on agreement types.

### 6.1 Engineering Agreement

An Engineering Agreement is the primary contractual document between the WVDOT and the Consultant selected to perform a specific engineering function or functions. This Agreement provides a project description, general requirements, specifies the type of services to be performed and deliverables required by the Consultant, the method of payment, the time schedule to complete the work, and standard specifications for consulting services.

### 6.2 Statewide Master Agreement

A Statewide Master Agreement is used to procure particular services such as architectural, etc. using a specified method of payment for a period of one (1) year with the WVDOT's option to extend it for an additional year. Under a Statewide Master Agreement the overhead is fixed for the duration of the contract but may be adjusted during the extended period. Depending on the type of services performed, the WVDOT may specify the method of payment for services rendered and labor rates may be fixed or allowed to fluctuate during the contract period. Once a Statewide Master Agreement has been executed, specific assignments may be made for the type of services specified under the Statewide Master Agreement by issuing a Letter Agreement or Letter of Authorization also referred to as a Maximum Amount Payable Letter, as described below:

- A Letter Agreement outlines the project scope, confirms Notice to Proceed date, method of payment, scheduled completion, and sets the maximum amount payable.
- A Letter of Authorization, also called or referred to as a Maximum Amount Payable Letter, is used when specific rates of payment are utilized in the Statewide Master Agreement. This letter gives the Consultant notice to proceed to perform the work, as well as approval of the estimated cost as outlined in their proposal.

Each specific work assignment shall be executed under a Letter Agreement or Letter of Authorization and is subject to a maximum amount payable of \$750,000 for State funded projects with a maximum of \$7,500,000 per year. Each Statewide Master Agreement is subject to a total maximum amount as specified therein. Letter Agreements and Letters of Authorization are processed in the same manner as other Agreements with regards to the submittal of a fee proposal and negotiations prior to its execution.

### 6.3 Prequalification Agreement

A Prequalification Agreement may be used for procuring professional services for projects estimated to cost less than the maximum limits established by 23 CFR 172 for federally funded work or WV State Code §5G-1-4 for State funded work, currently \$750,000 per assignment and up to \$7,500,000 per year. The Commissioner of Highways must approve the use of this procurement method for all categories of work.

Each specific work assignment shall be executed under an Engineering Agreement or Letter of Authorization and is subject to a maximum amount payable. The Agreement shall serve as notice to proceed unless advance notice to proceed was given prior to the executed Agreement.

#### 6.4 Management Support Consultant Agreement

On November 28, 2022, the Federal Highway Administration (FHWA) approved the use of Management Support Consultants (MSC) to reinforce WVDOH's ability to deliver on their infrastructure obligation authority. The MSC Agreement will be utilized for various WVDOH functions including, but not limited to, the following:

- Procurement – Prepare advertisements and scopes of work; develop independent estimates; and negotiations. WVDOH will retain the authority for Consultant selection and final proposal approval.
- Project Management – Oversight of other Consultants including responses to standards and policy questions; project deliverable reviews, monthly communication and monitoring of schedules; review and approval of invoices; value engineering; and practical design suggestions.

Please see Appendix “F” for more information. These types of agreements may be project specific or procured as a Prequalification type contract (See Section 6.3).

#### 6.5 Supplemental Agreement

Any time during the execution of a contract, a Consultant who believes that there has been a change in the scope, complexity, or character of the work for which it has been contracted may submit a Project Modification Document (PMD) form requesting consideration for additional compensation to the Division's Project Manager overseeing the project. This request shall be made as soon as practical following the change or request in the change of work. The proposal submission shall be in the same format as required for the original fee proposal with a narrative describing the work performed or to be performed, a breakdown of man-hours, along with any direct costs associated with the project. Each supplemental request shall be subject to a review and subsequent negotiations. If found warranted, a Supplemental Agreement shall be executed, increasing the Consultant's fee to a new maximum amount payable for the project. In like manner, when work is decreased or eliminated, the Consultant shall submit a PMD and a supplemental requesting reduction of the maximum amount payable.

#### Important Links

- Project Modification Document → <https://transportation.wv.gov/highways/engineering/Pages/Manuals.aspx>
- West Virginia Code of State Rules → <https://apps.sos.wv.gov/adlaw/csr/>

## 7 Invoicing

All invoices are to follow the guidelines as set forth below. Example invoicing formats are provided in Appendix B.

1. The Consultant shall not submit any invoice for payment for services until an agreement has been fully executed.
2. Invoices are to be addressed and emailed to the appropriate District Manager or Division Director. (The Consultant will be informed at the Scope of Work meeting as to the appropriate individual and email address.)
3. Identify project by State and Federal project number, name, and county;
4. Identify invoice by number and date (not by amount);
5. Identify invoice by Federal Employer's Identification Number (FEIN);
6. Content of invoice submissions:
  - a) A PDF of the completed invoice shall be submitted to the WVDOH via email to the appropriate District Manager, Division Director, or Division email address for invoicing, such as [dohengineeringinvoices@wv.gov](mailto:dohengineeringinvoices@wv.gov) for the Engineering Division.
7. An invoice submission may be made up of several of the standard invoice forms, depending on the basis of payment. A completed BF-2 form shall accompany the original and all invoice copies.
8. Unless otherwise permitted by an agreement or Scope of Work note, separate invoices are required for each project. Supplemental agreements are to be shown as separate phases or billing breakdowns on the invoice.
9. The WVDOH will not honor any invoice for work performed prior to notice to proceed. See Chapter 6 for information regarding notice to proceed.

The most common invoicing errors that are encountered by WVDOH include:

1. Previous Amounts shown on current invoice do not match the previous invoice.
2. Subconsultant Certification not completed or filled out incorrectly.
3. Consultant Name and Address does not match wvOasis.
4. Copy of Subconsultant Invoices not provided with Prime Consultant's invoice.

### Important Links

- WVDOT BF-2 form → <https://transportation.wv.gov/employees/Pages/DOTForms.aspx>

## 8 Project Reporting

### **Purpose**

The Consultant will hold regular monthly progress meetings with each WVDOT Division or District in which the Consultant has a project assigned. The WVDOT Division or District will assign a day and time each month for the Consultant to meet to discuss project progress. The general purpose of the progress meeting is to:

- Review progress and schedule;
- Identify potential issues, solutions, and schedule delays;
- Needs from WVDOT; and
- Action items.

### **Progress Meetings**

For each project, the Consultant shall provide the following:

#### 1. Meeting Notes

The Consultant will provide meeting notes for each assigned project at each progress meeting. It is important to develop notes for the discussions to be held. The Consultant is responsible for the preparation of the meeting notes. The Consultant will upload the current progress meeting notes to ProjectWise the day before the progress meeting. Although each WVDOT Division or District may require differing information in the progress meeting notes, the following shall be included in each at a minimum:

- Previous progress notes;
- Current progress notes;
- Project percent complete of project budget (for auditing); and
- Upcoming tasks/submissions (next steps).

#### 2. CPM/Schedule

The Consultant will provide a Critical Path Method (CPM) Schedule for each progress meeting. The CPM will follow Design Directive 202 (DD-202), if applicable, or a different CPM may be used upon approval of the WVDOT. The CPM file, which is stored on WVDOT's ProjectWise, will be updated to reflect any changes in schedule since the last progress meeting. For each Consultant Project, there shall be a folder called "CPM and Estimates" in the ProjectWise folder structure. The CPM will be linked to WVDOT's internal project tracking database; therefore, under no circumstance shall the CPM file be renamed or superseded. These updates shall be performed one (1) day prior to the Consultant's progress meeting.

## 9 Consultant Evaluations

### 9.1 Background

#### **Purpose**

The purpose of these procedures is to provide an updated evaluation process based specifically on quality of the deliverables and timely delivery. This policy provides workflow and definitions to provide prompt evaluations of Consultant deliverables. This is intended to supplement WV State Legislative Rule Title 157, Series 1, Section 7.11 regulations with specific guidance.

#### **Goals**

Evaluations are based on two (2) criteria: quality and timeliness. This criterion provides the basis for information required when requesting services. These two (2) measures identify objective indicators of the project health at the time of the review. Quality, accuracy, and completeness criteria shows that the Consultant is providing a consistent, correct set of deliverables that need very little quality assurance review by WVDOH. As important to the WVDOH as accurate plans are timely submittals. Timely submittals allow for funding milestones to be met and keep critical path tasks on schedule. Plans delivered on the Plans, Specifications, and Estimate (PS&E) schedule, but missing prior milestones may mean that the project funding, utility relocation or resource agency approvals may delay either federal authorization or construction schedules. To ensure all parties' understanding, the WVDOH's Project Manager will discuss the evaluation criteria, expectations, deliverables, and timing of evaluations before the Consultant begins work. Ideally, this should be done at the Scope of Work meeting and in correspondence transmitting the engineering agreement.

#### **Definitions**

Timeliness – Meeting or advancing the WVDOH-defined schedule date or CPM schedule date.

Quality – Having all necessary information presented properly.

### 9.2 Evaluation Criteria

Evaluations are important to communicate expectations beyond the legal agreement between the WVDOH and Consultant. Timely evaluations throughout task or project development are essential for the final product to meet the needs and goals of the WVDOH. Evaluations not only lead to understanding of needs between WVDOH and Consultant but also provide a fundamental decision point in choosing Consultants for future work. Providing numeric values on the most critical objectives allows all to focus on these items. Evaluations will be based on timeliness and quality submittals. Guidelines for scoring can be found in Appendix C.

#### **Timeliness Criteria**

As timeliness implies, on time delivery is an important value for the project schedule. On time delivery is important at the beginning of a project when trying to procure and then when delivering the actual project. Timeliness affects many tasks beyond the milestone affected at the submission date. Rescheduling submittal dates may cause programmatic issues with National Environmental Policy Act (NEPA) clearance or funding deadlines. On time deliveries also provide the WVDOH with a sense the Consultant is fulfilling the needs of the agency.

### **Quality Submission Criteria**

Quality submittals are of great importance. As more workload of review is delegated to Consultants, it is important that quality control measures are in place. The WVDOT generally acknowledges that quality is essential for proposal and plan submittals by providing time to Consultants for quality assurance and quality control tasks. As such, Consultants are required to have their QA/QC policy on file and to submit “marked up” plans at major milestones for review. “Marked up” proposals are not required during the procurement process. However, the Consultant shall make sure that the proposal is correct and complete both from the Prime Consultant and Subconsultant.

### **Procurement Submission Criteria**

To meet schedules, the procurement of services must be in a timely manner and complete. To facilitate this, timeliness, correctness, and quality will be the criteria for the scoring. WVDOT will indicate at the beginning of the project if the Consultant will receive an evaluation on the procurement submission.

## **9.3 Milestone Weighting for Design Submissions**

The WVDOT may elect to use weighting of a criteria if they feel it requires more emphasis at the design submittal milestones. Weights will be identified early in procurement and will be made known to the Consultant. The weight between one (1) and four (4) will be used, with four (4) being the highest weight. If no weights are identified, then a value of one (1) will be used.

## **9.4 Reporting of Evaluations**

Evaluations will be reported for short listing or other agency needs based on project score. If the Consultant has multiple projects, the WVDOT Division or WVDOT District overseeing the work will report on the average score of the Consultant’s assigned projects. Partially complete projects will be reported as the score on that project at time of request for evaluations.

A Consultant’s evaluation will be stored for three (3) years past project or task completion. This 3-year aggregate will be used when reports are requested. The Consultant’s evaluation scores will be available to future selection committees and should be reviewed during the short list meeting for new procurements.

## **9.5 Evaluation of Design Submissions**

To provide more consistent and relevant evaluations, scoring will occur at specified intervals as indicated in the agreement. Consultant evaluations are conducted at different timeframes for each WVDOT Division or District. The frequency of the evaluations should align with project deliverables and be often enough to affect changes in performance if they are needed. Evaluations will be given at standard reviews determined by DD- 202 submissions or at an identified interval in the agreement based on the type of services requested.

The milestones or task submissions to be evaluated will be identified in the agreement. Agreements that do not identify intermediate evaluations will be evaluated at final submission. The Consultants

may be evaluated based on any milestone deemed appropriate by the Division or District requesting the work.

Consultant work product will be evaluated by the assigned Project Manager with concurrence by the next level supervisor. If the Consultant elects to subcontract out tasks assigned for the project, the Prime Consultant will be evaluated on the work of the Subconsultant or Subcontractor regarding adherence to quality and timeliness. The WVDOT PM should consider the following throughout the project duration for the quality submission scoring:

- Did the Consultant adhere to the scope?
- Did Consultant produce quality products or were products returned for substantial corrections?
- Was Consultant self-sufficient or did the Consultant require additional assistance?
- Was the Consultant responsive and proactive in communications with the WVDOT?
- Did the Consultant place appropriate staff in roles to benefit the project?

The Consultant will receive the evaluation of the task within five (5) working days after the submission review meeting. The Consultant will have the opportunity to review the evaluation and sign the evaluation sheet. The assigned WVDOT PM is responsible for submitting the evaluation to the contracting agent for the Division or District, or other assigned personnel for tracking all Consultant evaluations.

Comments are required for each assigned rating. For firms receiving an evaluation rating of “1”, “2” or “3” on any criteria, a detailed explanation is required outlining the performance issue and necessary corrective action(s). The evaluation should not be used as the first communication of issue or praise to Consultants. WVDOT will strive to work with Consultants to correct issues in the interim. Please see Appendix “G” for more information.

- Please note evaluation forms may vary between divisions.

## 9.6 Appeals Process

The intent of the appeals process is to foster documented dialogue which explains both the WVDOT's and the Consultant's perspective and allows the Project Manager (PM) to use their professional judgment when reviewing the evaluation and all supporting documents. Evaluations are signed by the WVDOT PM and the Consultant's PM. The Consultant's signature on the Evaluation Form is certification that the Consultant has been provided the opportunity to review and provide comments regarding the WVDOT's evaluation and comments. Signing the evaluation does not necessarily indicate that the Consultant agrees with the evaluation or comments provided. If the Consultant disagrees with the evaluation rating and/or comments the Consultant must still sign the evaluation and should provide a written response on the Evaluation Form. The signed performance evaluation should be returned to the WVDOT within ten (10) business days after receiving the evaluation. All ratings provided on the performance evaluation are final unless justification is provided to and approved by WVDOT. WVDOT reserves the right to revise a performance evaluation based upon supporting documentation presented by the Consultant. If a Consultant intends to appeal their evaluation, supporting documentation defining why a change

should be considered will need to be sent to the WVDOH PM within ten (10) business days of receipt of the evaluation. Within those ten (10) business days, the Consultant may also request a meeting with the WVDOH PM to resolve any differences. At the completion of the meeting the WVDOH PM will add supporting documentation to the electronic evaluation indicating the outcome of the meeting, or if needed, revise the evaluation. Supporting documentation may include but not be limited to, corrective action plans, additional comments from the Consultant, or comments from the WVDOH PM acknowledging an alternative position regarding the evaluation. If the Consultant and the WVDOH PM cannot resolve the dispute, the issue can be escalated to a higher level of management (Division Director, District Manager.). The assessment in the Consultant Evaluation System will be revised accordingly, depending on the outcome of the Consultant's appeal.

## 9.7 Performance Evaluation Scoring Process

Consultants will be evaluated using the ratings and corresponding scores in Appendix C. The descriptions should be used by WVDOH PMs as general guidelines for scoring. The evaluation guidelines are not designed to be inclusive of all situations; they are intended to provide WVDOH PMs with a general framework to assist in the completion of an evaluation. The effective management of Consultant performance through documented feedback is essential to managing successful projects. Written comments are required for each assigned rating. For Consultants receiving an evaluation rating of "1, 2 or 3" on a design submission, a detailed explanation is required outlining the performance issue and necessary corrective action(s). Consultants rely on this information to improve their processes, products, and management, and assign resources properly for future opportunities. When writing comments, provide specifics (e.g., what the firm did well, what should be different, was project management adequate, and if not, why was Subconsultant use helpful to project execution, and if not, why). The requirement for written evaluations does not rule out the option to meet with the Consultant when issues occur and improvement is needed related to performance on a given assignment, particularly if issues arise that affect deliverables. Proactive communication serves both the Consultant and WVDOH. See Appendix C for Scoring Criteria.

### Important Links

- Code of State Rules → <https://apps.sos.wv.gov/adlaw/csr/>

## 10 Project Closeout

At the conclusion of each project, the Consultant shall undertake the following steps and ensure compliance to initiate project closeout.

The Consultant's Project Manager shall submit an email to the WVDOH Project Manager indicating that the Consultant has completed all project tasks and intends to submit Final Invoice. Prior to submission of the final invoice, the Consultant must perform and/or ensure the following:

- Have submitted RW-4 Plans or note in the email to the WVDOH PM that RW-4 plans are NOT a scoped task or not applicable for the subject project.
- Request WVDOH PM to perform final Consultant evaluation.
- After receiving concurrence from the WVDOH PM, the Consultant should then submit the final invoice within thirty (30) days.
- Once the final invoice is submitted to the Division it will be reviewed and sent to the Transportation Auditing Division for an audit if the costs incurred are over \$250,000.00
- The Transportation Auditing Division will review the project for accuracy and issue a report of their findings to the proper Division.
- The Division will review the report and take appropriate action and process the invoice for closing.

## 11 Audit Requirements

This section is designed to address the requirements for overhead, proposal, and final cost reviews for the WVDOT. This follows the 23 U.S.C. 112(b)(2)(B), any contract or subcontract awarded for architectural and engineering (A/E) services whether funded in whole or in part with Federal-aid highway funds shall be performed and audited in compliance with cost principles contained in the Federal Acquisition Regulations (FAR).

### 11.1 Overhead Rate

Overhead rate (including field office overhead and Facility Capital Cost of Money (FCCM) rates, if applicable) must be on file for both Prime Consultants and Subconsultants prior to entering contract negotiations and submission of a proposal. The submitted overhead information shall contain a detailed exhibit of the computations with all applicable FAR eliminations and the minimum audit report disclosure notes. Consultants will be required to provide an indirect cost (overhead) rate schedule for the most recent fiscal year ended. The requirement applies to all engineering related Consultant agreements regardless of method of payment.

There are four (4) types of overhead rates that can be submitted as listed below. Consultant shall submit all information to [dotauditoverheads@wv.gov](mailto:dotauditoverheads@wv.gov).

1. Certified Public Accountant (CPA) audited overhead rates must be submitted for approval for agreements expected to exceed \$500,000.00, per Consultant or Subconsultant. The audit shall be done in accordance with Government Auditing Standards issued by the Comptroller General of the United States and all eliminations required by Part 31 of the FAR are to be followed. The independent auditor's report must have issued an unqualified opinion stating that the financial statements are presented fairly.

Information to be provided to WVDOT Auditing Division includes:

- Indirect cost schedule with calculations
- CPA overhead audit with report notes
- Company audited financial reports, if available
- AASHTO ICQ
- AASHTO Consultant Rate Certification

***\*\*\*It will be the responsibility of the Consultant to contact the WVDOT Auditing Division to verify approval/certification of the potential CPA to perform the requested Consultant's FAR audit.***

2. Company computed, or unaudited compiled overhead rates can be submitted under the following conditions:
  - The contract for the Consultant is not expected to exceed \$500,000.00.
  - The Consultant has a verifiable accounting system that is an accrual system in accordance the US Generally Accepted Accounting Principles. WVDOT Auditing Division may request

supporting documentation, i.e., trial balance, general ledger for amounts used prior to accepting the submitted overhead.

Information to be provided to WVDOT Auditing Division includes:

- Indirect cost schedule with calculations
- Company audited financial reports/quarterly payroll tax returns (941s)
- AASHTO ICQ
- AASHTO Consultant Rate Certification

3. Safe Harbor Rate may be available for small engineering firms that have been recently established, with the following conditions:

- Must not have ever had a CPA audited overhead rate.
- Has not exceeded the three (3) year limitation on use of a Safe Harbor Rate.
- Has sufficient data to complete and submit the AASHTO ICQ prior to consideration of Safe Harbor Rate use.

Information to be provided to WVDOT Auditing Division include:

- Company financial reports
- AASHTO ICQ

4. A cognizant rate review from other state departments of transportation may be submitted for review and approval. Please see Section 11.4.

The External Audit Section will review the CPA's audit report upon receipt of the overhead information before the audited rate will be accepted by the WVDOT. For the Safe Harbor Rate, the WVDOT will obtain the necessary data from the ICQ to determine the eligibility and calculate the rate specific to the WVDOT. WVDOT Auditing Division will issue a "Indirect Cost Desk Review Memo" to the Consultant and the WVDOT's contracting officer stating the rate that is accepted upon completion of the review. WVDOT Auditing Division has final say on the rate to be used for all WVDOT contracts.

For assistance with any overhead questions, email [dotauditoverheads@wv.gov](mailto:dotauditoverheads@wv.gov) with your questions or provide contact information for a callback.

## 11.2 AASHTO Internal Control Questionnaire (ICQ)

The American Association of State Highway and Transportation Officials (AASHTO) ICQ is an important part of the annual submission of overhead and other accounting information to WVDOT Auditing Division by all A/E firms that have an interest in performing engineering services with the WVDOT. The annual submission is required of all Consultants and Subconsultants. Prime Consultants must ensure that all Subconsultants have submitted the same accounting information prior to submitting proposals to the WVDOT. As an annual submission, a revised AASHTO ICQ shall be submitted as soon as possible, but generally no later than six (6) months after the end of the firm's fiscal year or whenever changes to the company's accounting system are made.

The AASHTO ICQ will determine if the company pays overtime at a premium portion to any employees. It will state whether the premium overtime cost is reimbursed directly to a project or is recovered through the indirect cost rate. This means the costs are compensated when the overhead rate is applied.

### 11.3 Consultant Cost Certification

The costs must be certified by an official of the Consultant as being allowable in accordance with the cost principles of 48 CFR, part 31 and does not include any costs which are expressly unallowable. The requirement applies to all indirect cost rate proposals submitted by the Consultants and Subconsultants. Each firm is responsible for its own indirect cost rate.

Certification of Labor Rates must have employees listed either under one (1) pay classification or the percentage of work must equal 100% for the multiple classifications. The Consultant needs to have the individual's name and/or employee's number for every position listed with rates. The labor should be a raw hourly rate with profit and overhead added separately. Loaded rates for this type of contract are not allowable.

A copy of the Consultant Certification can be obtained at [transportation.wv.gov/auditing](https://transportation.wv.gov/auditing).

### 11.4 Cognizant Agency

Cognizant audit on the Consultant's indirect cost rate(s) may be accepted as established for a one (1) year applicable fiscal year by a cognizant agency of the state where the Consultant's accounting and financial records are located. The cognizant agency must conduct a review of the audit report and related work papers prepared by a CPA and issue a letter of concurrence with the related audited indirect cost rate.

A copy of the approved WVDOT Indirect Cost Desk Review Memo should be included in the fee proposal. The Consultant's actual approved overhead rate, as reflected in the memo, will be used. If the Consultant voluntarily proposes to use a lower overhead rate than the current audit in order to keep overall project costs competitive, the WVDOH may accept the lower overhead rate. The use of a lower overhead rate will not be a requirement for contracting.

### 11.5 Retainage and Final Payment

Complete Job Cost reports are required for every Cost Plus agreement and should be attached to the final invoice. Interim Job Cost reports may be required for projects exceeding five (5) years to complete, the Consultant merges with another consulting company, or the Consultant changes accounting systems. Job Cost reports are to be submitted for Lump Sum supplemental requests when the request is for additional compensation due to underestimating the complexity or time necessary to complete a project.

Consultants are responsible for maintaining all supporting cost detail for any other Consultant they acquire for any ongoing project with the WVDOH. They have to keep these records for three (3) years.

Once all contractual obligations are complete, a final audit will be requested by the Division or District from the Transportation Auditing Division. Adjustments to costs (i.e. overhead, non-supported costs) will be based on the final audit and will result in the final payment.

Important Links:

- AASHTO ICQ can be obtained at [Transportation.org](https://www.transportation.org) – The home of transportation professionals.

## 11.6 FAR Part 31 Questions and Answers

**1. Question:**

What is the purpose of FAR?

**Answer:**

*The purpose of the FAR is to publish uniform policies and procedures for federal agencies to follow when going through the procurement process. These rules provide a consistent yet flexible purchasing procedure so that government contracts may be conducted in a transparent, fair, and impartial manner.*

**2. Question:**

Does FAR Part 31 apply to fixed price contracts?

**Answer:**

*31.102 Fixed-price contracts. The applicable subparts of part 31 shall be used in the pricing of fixed-price contracts, subcontracts, and modifications to contracts and subcontracts whenever (a) cost analysis is performed, or (b) a fixed-price contract clause requires the determination or negotiation of costs.*

**3. Question:**

Which of the cost categories are not allowable under FAR Part 31?

**Answer:**

*Examples of these include: Interest Expense, Donations or Contributions, Entertainment, Contingencies, Bad Debts, Fines & Penalties, Goodwill, Losses on Contracts, Organization/Re-Organization Costs, Alcohol, Promotion, Personal Use, Profit Distribution, First Class Airfare, and Legal Costs.*

**4. Question:**

Do you have to wait on a cognizant audit from your home state to submit your overhead information?

**Answer**

*No, the concept was developed to assign responsibility for an audit to a single entity to avoid the duplication of audit work performed. If you have the required CPA audited information package ready, you can submit to the WVDOT Auditing Division earlier if your company is trying to meet a deadline.*

# Appendix A

Example SF-330

## ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157

Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

### PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

### GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

### DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

### SPECIFIC INSTRUCTIONS

#### Part I - Contract-Specific Qualifications

##### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

##### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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## Section C. Proposed Team.

### 9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

## Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

## Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

## Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

#### Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

#### Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

#### Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

### SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

### 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the **"General Instructions"** on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

**List of Experience Categories (*Profile Codes*)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers		
C11	Community Facilities	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	G06	Graphic Design
C14	Conservation and Resource Management		
C15	Construction Management	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C16	Construction Surveying	H02	Hazardous Materials Handling and Storage
C17	Corrosion Control; Cathodic Protection; Electrolysis	H03	Hazardous, Toxic, Radioactive Waste Remediation
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air Conditioning
		H05	Health Systems Planning
D01	Dams ( <i>Concrete; Arch</i> )	H06	Highrise; Air-Rights-Type Buildings
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H07	Highways; Streets; Airfield Paving; Parking Lots
D03	Desalinization ( <i>Process &amp; Facilities</i> )		
D04	Design-Build - Preparation of Requests for Proposals	H08	Historical Preservation
D05	Digital Elevation and Terrain Model Development	H09	Hospital & Medical Facilities
D06	Digital Orthophotography	H10	Hotels; Motels
D07	Dining Halls; Clubs; Restaurants	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics
		H13	Hydrographic Surveying

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)						
	PRIME	J-V	PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE

## 1. SOLICITATION NUMBER (If any)

*(If a firm has branch offices, complete for each specific branch office seeking work.)*

[illegible]

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(Insert revenue index number shown at right)</i>		<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

*The foregoing is a statement of facts.*

STANDARD FORM 330 (REV. 7/2021) PAGE 6

# Appendix B

Example Invoicing  
Formats

## **Invoicing**

*The WVDOH realizes the importance of timely processing and payment for services rendered. In order for this to take place, the WVDOH must process the invoices as expeditiously as possible, but in order to do so, the consultant must make every effort to present their invoices accurately and in the proper format.*

*This section provides and outlines the format that is to be followed when submitting invoices for payment. Several examples have been provided that shows how the WVDOH needs the invoices presented relative to the different type of agreements (e.g. Lump Sum, Cost Plus Fixed Fee, Specific Rate of Pay, etc.). The work flow to process an invoice is not complex but passes through several reviews.*

*Generally, the invoice is logged for processing and then sent to the Project Manager for review. The Project Manager will review the percentage of funds that the consultant is requesting relative to the progress of the work completed to date. The Engineering Division's Administration Section, which is responsible for most invoices, tracks the invoices so that they are not out of their office more than seven (7) days. Once approved by the Project Manager, it is then returned to the Engineering Administration Section for further processing which generally takes two (2) days. The Engineering Administration Section will review the invoice for accuracy and other required elements necessary for processing the invoice payment generally taking two (2) days. Once the invoice clears this review, it is then sent to the Finance Division for processing and submission to the State Auditors office for payment. Payment generally is received within seven (7) to ten (10) working days. Payment is made in the form of a check or through direct-deposit. It is recommended that if payment has not been received within thirty (30) days from the date submitted the consultant should contact the Administration Section for an update on its status. This is strongly recommended when final invoices have been submitted and final payment is being requested. However, it should be understood that a final invoice will take much longer to process; generally a few months for lump sum contracts and several months for other contract types.*

*The following section shows examples with information needed in the submission of each invoice that is being presented for payment. The invoice information required for processing is dependent on the type of payment stated in the consultant's agreement*

### **Example Invoice Format**

#### *Notes:*

- 1) *Add or delete specific invoice line items as appropriate to your agreement.*
- 2) *Elements in [Brackets or Italics] represent general information to be provide or modified by the Consultant, ( e.g. **Consultant**, should be replaced with the name of its firm or **Subconsultant firm where applicable**)*
- 3) *Subconsultant invoices are submitted to the prime consultant for payment and submitted to the WVDOT. The costs are subtotaled and included as shown in the prime consultant's invoice to the WVDOT.*
- 4) *Backup Documentation where applicable and when required should include:*
  - a. *Summary of Billable time*
  - b. *Summary of Expenses*
    - i. *Vehicle charges*
    - ii. *Lodging receipts*
    - iii. *Meal expenses*
    - iv. *Telephone bills*
    - v. *Etc.*

*For Cost Plus and Fixed Rate (Specific Rate of Pay) type invoices, the actual receipts are to be sent with invoices.*

- 5) *Subconsultant Invoice and Documentation (repeat above information for each sub) Subconsultant invoices should follow prescribed format.*

Consultant's Logo,  
if applicable

[Consultant's name and address as it appears on the contract documents and OASIS]

[Invoice Date]

[Name and Title of Current Division Director]

[Division Name]

[Division Address]

Subject: **PROGRESS REPORT AND INVOICE #** [Invoice sequence number 1, 2, 3, etc.]  
**State Project** [Project number from Scope of Work Meeting notes]  
**Federal Project** [Project number from Scope of Work Meeting notes]  
**Project Description** [Project name from Scope of Work Meeting notes]  
**[Location of Project] County**

Dear [Name and Title of Current Division Director]:

Below is our Progress Report which summarizes our work performed on this project through  
**End of Period.**

**PROGRESS REPORT:**

- [Work Item #1]
- [Work Item #2]
- [Work Item #etc.]

We have enclosed our Invoice. If this meets your approval, we would appreciate having it placed in line for payment.

If you have any questions or require additional information, please let me know.

Sincerely,

[Consultant's name]

[Authorized Company Representative]

Consultant's Logo, if  
applicable

Remit payment to:

[Consultant's address as it appears on the contract  
documents and OASIS]

Invoice

State Project No. [Project number from Agreement] Date [Invoice Date]  
Federal Project No. [Project number from Agreement] Invoice No. [Invoice sequence number]  
Project Name [Project name from Agreement] FEIN No. Company's FEIN  
County [Location of Project] County

**Lump Sum Type Billing**

For the study, design, and preparation of construction contract plans and related documents in accordance  
with the terms of the agreement dated **Date of Agreement** and

Invoice Period **Start of Period** to **End of Period**

**Contract Plans**

		Current	To Date
Lump Sum Fee	\$950,000.00		
Completed to Date	50.0000%		
Previously Invoiced	30.0000%	\$	285,000.00
Earned this Period	20.0000%	\$ 190,000.00	
Earned to Date		\$	475,000.00

**Subconsultant (Name of Subconsultant)**

Lump Sum Fee	\$50,000.00		
Completed to Date	100.0000%		
Previously Invoiced	65.0000%	\$	32,500.00
Earned this Period	35.0000%	\$ 17,500.00	
Earned to Date		\$	50,000.00

**Drilling Subcontractor (Name of Subcontractor)**

Not to Exceed Cost	\$25,250.00		
Completed to Date	100.0000%		
Previously Invoiced	0.0000%	\$	-
Earned this Period	100.0000%	\$ 25,250.00	
Earned to Date		\$	25,250.00

Amount Payable to Date	\$	550,250.00
Amount Previous Invoiced	\$	317,500.00
Amount Due	\$	232,750.00

**Certification**

I, the undersigned, do hereby certify that; (1) the above invoice reflects a true and accurate accounting of  
the records of [Consultant's name] and the amount has not been paid or previously invoiced; and (2) insurance  
coverage as specified in the agreement furnished by Acord is still in effect and current.

[Authorized Company Representative]

[Title]

<b>CONSULTANT VOUCHER</b> FORM BF-2 REVISED: 3/2000 <b>WEST VIRGINIA DEPARTMENT OF TRANSPORTATION</b>		Project No. _____ <div style="border: 1px solid black; padding: 2px; text-align: center;"><b>WVDOT FINANCE USE ONLY</b></div> Org. No. _____ Account No. _____ Auth. No. _____ Act. Code _____ Obj. Code _____ Sequence No. _____
Progress Report of Work Performed For <b>Engineering</b> Services By		
Name, FEIN  Address	<div style="border-left: 1px solid black; border-right: 1px solid black; padding: 0 10px;"> <b>[Consultant's Name, FEIN, and Address as it appears on the contract documents and OASIS]</b> </div>	
Invoice Period	<b>Start of Period</b>   to <b>End of Period</b>	

<b>SERVICES PERFORMED AS PER ATTACHED INVOICE</b>			
Vendor's Invoice No.	<b>[Invoice sequence number]</b>	MAXIMUM AMOUNT PAYABLE	
Date of Invoice	<b>[Invoice Date]</b>		
Dates of Agreement	<b>Date of Agreement</b>		
Supplemental Agreement 1		Original Agreement	<b>\$1,025,250.00</b>
Supplemental Agreement 2		Supplemental	<b>\$ -</b>
		<b>TOTAL</b>	<b>\$1,025,250.00</b>
<b>DESCRIPTION OF WORK AND CHARGES</b>			
State Project No. <b>[Project number from Agreement]</b> Federal Project No. <b>[Project number from Agreement]</b> Project Description <b>[Project name from Agreement]</b> County <b>[Location of Project] County</b> % of Funds Expended <b>53.669837%</b>			

	Previous Total	Amount Current	Amount To Date
Invoice Amount	\$ <b>317,500.00</b>	\$ <b>232,750.00</b>	\$ <b>550,250.00</b>
Less Retainage Withheld	\$ -	\$ -	\$ -
Plus Retainage Paid	\$ -	\$ -	\$ -
Balance Due	\$ <b>317,500.00</b>	\$ <b>232,750.00</b>	\$ <b>550,250.00</b>
Approved for Payment  _____	Less Previous Invoices		<b>\$ 317,500.00</b>
	Amount Due Consultant This Payment		<b>\$ 232,750.00</b>

Consultant's  
Logo, if  
applicable

## Subconsultant/Subcontractor Certification

State Project No. [Project number from Agreement]

Date [Invoice Date]

Federal Project No. [Project number from Agreement]

Invoice No. [Invoice sequence number]

Project Description [Project name from Agreement]  
County [Location of Project] County

FEIN No. [Company's FEIN]

### Certification

#### SUBCONSULTANT/SUBCONTRACTOR CERTIFICATION

Please select one of the two subconsultant/subcontractor certifications below:

☒ I hereby certify that on [Payment Received Date] [Consultant Name] received payment for Invoice No. \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \_\_\_\_\_ and the following subconsultant(s) and subcontractor(s) included in the subject invoice have been paid:

<u>Subconsultant</u>	<u>Amount</u>
Subconsultant Name	Subconsultant Amount
Subconsultant Name	Subconsultant Amount

☐ There were no subconsultant(s) or subcontractor(s) included on the previous invoice.

☐ [Consultant Name] has not received payment for Invoice No. [Previous Invoice(s)]

[Authorized Company Representative]

[Title]

Consultant's Logo, if  
applicable

[Consultant's name and address as it appears on the  
contract documents and OASIS]

[Invoice Date]

[Name and Title of Current Division Director]

[Division Name]

[Division Address]

**Subject:**           **PROGRESS REPORT AND INVOICE #** [Invoice sequence number 1, 2, 3, etc.]

State Project No.           [Project number from Agreement]

Federal Project No.       [Project number from Agreement]

Project Description       [Project name from Agreement]

County                      [Location of Project] County

Dear [Name and Title of Current Division Director]:

Below is our Progress Report which summarizes our work performed on this project through  
**End of Period.**

**Progress Report:**

- [Work Item #1]
- [Work Item #2]
- [Work Item #etc.]

We have enclosed our Invoice. If this meets your approval, we would appreciate having it placed in line for payment.

If you have any questions or require additional information, please let me know.

Sincerely,

[Consultant's name]

[Authorized Company Representative]

[Title]

**CONSULTANT VOUCHER**

FORM BF-2

REVISED: 3/2000

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**Progress Report of Work Performed For **Engineering** Services ByName, FEIN  
Address**[Consultant's Name, FEIN, and Address as it appears on the  
contract documents and OASIS]**

Invoice Period

**[Start of Period]**

to

**[End of Period]**

Project No. \_\_\_\_\_

**WVDOT FINANCE USE ONLY**

Org. No. \_\_\_\_\_

Account No. \_\_\_\_\_

Auth. No. \_\_\_\_\_

Act. Code \_\_\_\_\_

Obj. Code \_\_\_\_\_

Sequence No. \_\_\_\_\_

**SERVICES PERFORMED AS PER ATTACHED INVOICE**

Vendor's Invoice No.

**[Invoice sequence number]****MAXIMUM AMOUNT PAYABLE**

Date of Invoice

**[Invoice Date]**

Dates of Agreement

**[Date of Agreement]**

Supplemental Agreement 1

Original Agreement

**\$ 1,025,250.00**

Supplemental Agreement 2

Supplemental

**\$ -****TOTAL****\$1,025,250.00****DESCRIPTION OF WORK AND CHARGES**State Project No. **[Project number from Agreement]**Federal Project No. **[Project number from Agreement]**Project Description **[Project name from Agreement]**County **[Location of Project] County**

% of Funds Expended 53.669837%

	Previous Total	Amount Current	Amount To Date
Invoice Amount	<b>\$ 317,500.00</b>	<b>\$ 232,750.00</b>	<b>\$ 550,250.00</b>
Less Retainage Withheld	\$ -	\$ -	\$ -
Plus Retainage Paid	\$ -	\$ -	\$ -
Balance Due	<b>\$ 317,500.00</b>	<b>\$ 232,750.00</b>	<b>\$ 550,250.00</b>
Approved for Payment  _____	Less Previous Invoices		<b>\$ 317,500.00</b>
	Amount Due Consultant This Payment		<b>\$ 232,750.00</b>

Consultant's Logo, if  
applicable

Remit payment to:

[Consultant's address as it appears on the contract documents and  
OASIS]

**Invoice**

State Project No. [Project number from Agreement]  
Federal Project No. [Project number from Agreement]  
Project Name [Project name from Agreement]  
County [Location of Project] County

Date [Invoice Date]  
Invoice No. [Invoice]  
FEIN No. Company's FEIN

**Cost Plus Fixed Fee Basis of Payment**

For the study, design, and preparation of construction contract plans and related documents in accordance  
with the terms of the agreement dated [Date of Agreement] and

Total	[Prime Consultant's Name] (Prime Consultant)	\$ 950,000.00
	[Subconsultant's Name] (Subconsultant)	\$ 50,000.00
	[Subconsultant's Name] (Subconsultant)	\$ 25,250.00
	Maximum Amount Payable	<u>\$ 1,025,250.00</u>

**OVERALL PROJECT SUMMARY**

**PREVIOUS AMOUNT INVOICED**

	<u>Current</u>	<u>To Date</u>
Previously Earned		
[Prime Consultant's Name] (Prime Consultant)		\$ 285,000.00
[Subconsultant's Name] (Subconsultant)		\$ 32,500.00
[Subconsultant's Name] (Subconsultant)		\$ -
Previously Invoiced		<u>\$ 317,500.00</u>

**CURRENT AMOUNT EARNED**

	<u>Current</u>	<u>To Date</u>
Earned this Period		
[Prime Consultant's Name] (Prime Consultant)	\$ 190,000.00	\$ 475,000.00
[Subconsultant's Name] (Subconsultant)	\$ 17,500.00	\$ 50,000.00
[Subconsultant's Name] (Subconsultant)	<u>\$ 25,250.00</u>	<u>\$ 25,250.00</u>
Earned this Period	<u>\$ 232,750.00</u>	<u>\$ 550,250.00</u>

**CURRENT AMOUNT DUE**

Amount Payable to Date	\$ 550,250.00
Total Previously Invoiced	<u>\$ 317,500.00</u>
<b>AMOUNT NOW DUE</b>	<b>\$ 232,750.00</b>

Consultant's Logo,  
if applicable

Remit payment to:

[Consultant's address as it appears on the contract documents  
and OASIS]

Invoice

State Project No. [Project number from Agreement]  
Federal Project No. [Project number from Agreement]  
Project Name [Project name from Agreement]  
County [Location of Project] County

Date [Invoice Date]  
Invoice No. [Invoice sequence number]  
FEIN No. Company's FEIN

**Cost Plus Fixed Fee Type Billing**

For the study, design, and preparation of construction contract plans and related documents in accordance  
with the terms of the agreement dated **Date of Agreement** and

Invoice Period	Start of Period	to	End of Period	
				Total
				Original Agreement
				Supplemental Agreement #1
				Supplemental Agreement #2
				Maximum Amount Payable

CURRENT AMOUNT INVOICED		<b>Prime Consultant Summary</b>	
		Current	To Date
Direct Labor (Tabulation Attached)		\$ 68,000.00	\$ 160,000.00
Overhead	170.00%	\$ 115,600.00	\$ 272,000.00
Direct Costs (Tabulation Attached)		\$ 1,060.00	\$ 2,200.00
		\$ 184,660.00	\$ 434,200.00

Fixed Fee	\$ 100,000.00		
% Completed to Date	40.00%		
% Previously Invoiced	35.00%		
% Completed this Period	5.00%	\$ 5,000.00	\$ 40,000.00
FCCM	0.50%	\$ 340.00	\$ 800.00
Earned this Period		\$ 38,633.76	\$ 475,000.00

CURRENT AMOUNT DUE	
Amount Payable to Date	\$ 323,633.76
Total Previously Invoiced	\$ 285,000.00
INVOICE TOTAL	\$ 190,000.00

AMOUNT NOW DUE \$ 190,000.00

Direct Labor Tabulation

Direct Labor Tabulation

Employee Number	Classification	Hours	Rate	Amount
Employee Number	Administrative Assistant	Actual Hours	Actual Wage Rate	
Employee Number	Engineer I	Actual Hours	Actual Wage Rate	
Employee Number	Engineer II	Actual Hours	Actual Wage Rate	
Employee Number	Engineer III	Actual Hours	Actual Wage Rate	
Employee Number	Engineering Technician I	Actual Hours	Actual Wage Rate	
Employee Number	Engineering Technician I	Actual Hours	Actual Wage Rate	
Employee Number	Engineering Technician I	Actual Hours	Actual Wage Rate	
Employee Number	Engineering Technician II	Actual Hours	Actual Wage Rate	
Employee Number	Engineering Technician II	Actual Hours	Actual Wage Rate	
Employee Number	Engineering Technician III	Actual Hours	Actual Wage Rate	
Employee Number	Planner I	Actual Hours	Actual Wage Rate	
Employee Number	Planner II	Actual Hours	Actual Wage Rate	
Employee Number	Registered Land Surveyor	Actual Hours	Actual Wage Rate	
Employee Number	Senior Project Engineer	Actual Hours	Actual Wage Rate	
Employee Number	Senior Project Engineer	Actual Hours	Actual Wage Rate	
Employee Number	Senior Project Engineer	Actual Hours	Actual Wage Rate	
Employee Number	Senior Project Engineer	Actual Hours	Actual Wage Rate	
Employee Number	Senior Project Scientist	Actual Hours	Actual Wage Rate	
Employee Number	Survey Technician	Actual Hours	Actual Wage Rate	
Employee Number	Survey Technician	Actual Hours	Actual Wage Rate	

Totals:

0.00

## Direct Cost Tabulation

### Direct Costs Tabulation

Description	Quantity	Unit	Unit Price	Price
Hotel		days		\$ -
Meals		days		\$ -
Mileage	500	miles	\$ 0.625	\$ 312.50
Other approved Direct Cost items				

Totals:

\$312.50
----------

Consultant's Logo,  
if applicable

## Subconsultant/Subcontractor Certification

State Project No. [Project number from Agreement]  
Federal Project No. [Project number from Agreement]  
Project Description [Project name from Agreement]  
County [Location of Project] County

[Invoice Date]  
[Invoice sequence number]  
[Company's FEIN]

### Certification

#### SUBCONSULTANT/SUBCONTRACTOR CERTIFICATION

Please select one of the two subconsultant/subcontractor certifications below:

☒ I hereby certify that on [Payment Received Date] [Consultant Name] received payment for  
Invoice No. [Previous Invoice sequence number] dated [Previous Invoice Date] in the amount of [Previous Invoice Amount]  
and the following subconsultant(s) and subcontractor(s) included in the subject invoice  
have been paid:

<u>Subconsultant</u>	<u>Amount</u>
Subconsultant Name	Subconsultant Amount
Subconsultant Name	Subconsultant Amount

☐ There were no subconsultant(s) or subcontractor(s) included on the previous invoice.

☐ [Consultant Name] has not received payment for Invoice No. [Previous Invoice(s)]

\_\_\_\_\_  
[Authorized Company Representative]

\_\_\_\_\_  
[Title]

## Subconsultant Invoice

State Project No. [Project number from Agreement]  
Federal Project No. [Project number from Agreement]  
Project Name [Project name from Agreement]  
County [Location of Project] County

Date [Invoice Date]  
Invoice No. [Invoice sequence number]  
FEIN No. Company's FEIN

### Cost Plus Fixed Fee Basis of Payment

For the study, design, and preparation of construction contract plans and related documents in accordance with the terms of the agreement dated [Date of Sub Agreement] and

Original Agreement	\$	50,000.00
Supplemental Agreement #1	\$	-
Supplemental Agreement #2	\$	-
Maximum Amount Payable	\$	50,000.00

### Subconsultant Summary

<u>CURRENT AMOUNT INVOICED</u>		<u>Current</u>		<u>To Date</u>
Amount Due (Invoice Attached)	\$	17,500.00	\$	50,000.00
<u>CURRENT AMOUNT DUE</u>				
Amount Payable to Date			\$	50,000.00
Total Previously Invoiced			\$	32,500.00
<b>AMOUNT NOW DUE</b>			\$	17,500.00

Subconsultant Invoice

State Project No. [Project number from Agreement]  
Federal Project No. [Project number from Agreement]  
Project Name [Project name from Agreement]  
County [Location of Project] County

Date [Invoice Date]  
Invoice No. [Invoice sequence number]  
FEIN No. Company's FEIN

Cost Plus Fixed Fee Basis of Payment

For the study, design, and preparation of construction contract plans and related documents in accordance with the terms of the agreement dated [Date of Sub Agreement] and

Original Agreement	\$	25,250.00
Supplemental Agreement #1	\$	-
Supplemental Agreement #2	\$	-
Maximum Amount Payable	\$	25,250.00

Subconsultant Summary

CURRENT AMOUNT INVOICED	Current	To Date
Amount Due (Invoice Attached)	\$ 25,250.00	\$ 25,250.00
CURRENT AMOUT DUE		
Amount Payable to Date	\$	25,250.00
Total Previously Invoiced	\$	-
AMOUNT NOW DUE	\$	25,250.00

Consultant's Logo, if  
applicable

[Consultant's name and address as it appears in the  
Agreement and OASIS]

[Invoice Date]

[Name and Title of Current Division Director]

[Division Name]

[Division Address]

**Subject:**           **PROGRESS REPORT AND INVOICE #** [Invoice sequence number 1, 2, 3, etc.]

State Project No.           [Project number from Agreement]

Federal Project No.       [Project number from Agreement]

Project Description       [Project name from Agreement]

County                      [Location of Project] County

Dear [Name and Title of Current Division Director]:

Below is our Progress Report which summarizes our work performed on this project through  
**End of Period.**

**Progress Report:**

- [Work Item #1]
- [Work Item #2]
- [Work Item #etc.]

Enclosed you will find our Invoice. If this meets your approval, we would appreciate having it placed in line  
for payment.

If you have any questions or require additional information, please let me know.

Sincerely,

[Consultant's name]

[Authorized Company Representative]

[Title]

**CONSULTANT VOUCHER**

FORM BF-2

REVISED: 3/2000

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**Progress Report of Work Performed For **Engineering** Services ByName, FEIN  
Address**[Consultant's Name, FEIN, and Address as it appears in the Agreement and OASIS]**Invoice Period **Start of Period** | to **End of Period**

Project No. \_\_\_\_\_

**WVDOT FINANCE USE ONLY**

Org. No. \_\_\_\_\_

Account No. \_\_\_\_\_

Auth. No. \_\_\_\_\_

Act. Code \_\_\_\_\_

Obj. Code \_\_\_\_\_

Sequence No. \_\_\_\_\_

**SERVICES PERFORMED AS PER ATTACHED INVOICE**

Vendor's Invoice No.

**[Invoice sequence number]****MAXIMUM AMOUNT PAYABLE**

Date of Invoice

**[Invoice Date]**

Dates of Agreement

**Date of Agreement**

Supplemental Agreement 1

Original Agreement

**\$ 1,025,000.00**

Supplemental Agreement 2

Supplemental

**\$ -****TOTAL****\$1,025,000.00****DESCRIPTION OF WORK AND CHARGES**State Project No. **[Project number from Agreement]**Federal Project No. **[Project number from Agreement]**Project Description **[Project name from Agreement]**County **[Location of Project] County**

% of Funds Expended 53.682927%

	Previous Total	Amount Current	Amount To Date
Invoice Amount	<b>\$ 317,500.00</b>	<b>\$ 232,750.00</b>	<b>\$ 550,250.00</b>
Less Retainage Withheld	\$ -	\$ -	\$ -
Plus Retainage Paid	\$ -	\$ -	\$ -
Balance Due	<b>\$ 317,500.00</b>	<b>\$ 232,750.00</b>	<b>\$ 550,250.00</b>
Approved for Payment _____	Less Previous Invoices		<b>\$ 317,500.00</b>
	Amount Due Consultant This Payment		<b>\$ 232,750.00</b>

Consultant's Logo, if  
applicable

Remit payment to:

[Consultant's address as it appears on the contract documents and  
OASIS]

Invoice

State Project No.  
Federal Project No.

[Project number from Agreement]  
[Project number from Agreement]

Date [Invoice Date]  
Invoice No. [Invoice]

Project Name

[Project name from Agreement]

FEIN No. Company's FEIN

County

[Location of Project] County

**Specific Rate of Pay Basis of Payment**

For the study, design, and preparation of construction contract plans and related documents in accordance  
with the terms of the agreement dated [Date of Agreement] and

Total	[Prime Consultant's Name] (Prime Consultant)	\$ 950,000.00
	[Subconsultant's Name] (Subconsultant)	\$ 50,000.00
	[Subconsultant's Name] (Subconsultant)	\$ 25,250.00
	Maximum Amount Payable	<u>\$ 1,025,250.00</u>

**OVERALL PROJECT SUMMARY**

**PREVIOUS AMOUNT INVOICED**

Current

To Date

Previously Earned

[Prime Consultant's Name] (Prime Consultant)

\$ 285,000.00

[Subconsultant's Name] (Subconsultant)

\$ 32,500.00

[Subconsultant's Name] (Subconsultant)

\$ -

Previously Invoiced

\$ 317,500.00

**CURRENT AMOUNT EARNED**

Current

To Date

Earned this Period

[Prime Consultant's Name] (Prime Consultant)

\$ 190,000.00

\$ 475,000.00

[Subconsultant's Name] (Subconsultant)

\$ 17,500.00

\$ 50,000.00

[Subconsultant's Name] (Subconsultant)

\$ 25,250.00

\$ 25,250.00

Earned this Period

\$ 232,750.00

\$ 550,250.00

**CURRENT AMOUNT DUE**

Amount Payable to Date

\$ 550,250.00

Total Previously Invoiced

\$ 317,500.00

**AMOUNT NOW DUE**

\$ 232,750.00

Labor Tabulation

ATTACHMENT A1 - Mead & Hunt Labor Costs

LABOR COSTS

Title	ST <sup>1</sup> Rate	ST Hours	ST Subtotal	OT <sup>2</sup> Rate	OT Hours	OT Subtotal
Project Manager	\$ 190.00	4.00	\$ 760.00	N/A		
Administrative Assistant	\$ 60.00			\$ 65.00		
Level IV Inspection/Technician	\$ 110.00	160.00	\$ 363.18	\$ 115.00		
Level III Inspection/Technician	\$ 95.00	120.00	\$ 11,400.00	\$ 100.00		
Level II Inspection/Technician	\$ 65.00			\$ 70.00		
Level I Inspection/Technician	\$ 55.00			\$ 60.00		
Subtotal		5.00	\$ 896.46		0.00	\$ -

Straight Time	\$ 190,000.00
Overtime	\$ -
Total Labor	\$ 190,000.00
Total Direct Cost	\$ -
Total Amount	\$ 190,000.00

- Notes:
- 1) Straight time rate per contract [Billing Rates per Agreement]
  - 2) Overtime rate per contract [Billing Rates per Agreement]

## Direct Cost Tabulation

### ATTACHMENT A2 Direct Costs

Items	Description	Quantity	Unit Rate	Unit	Amount
1a	Vehicles - Reg	0.0	\$ 0.625	mile	\$ -
1b	Vehicles - OT	0	\$ 0.625	mile	\$ -
2	Magnetic ID Signs	0	\$ 15.00	pair	\$ -
3	Flashing Lights (1 Vehicle)	0	\$ 110.00	month	\$ -
4	On-Site Mileage	0	\$ 0.59	mile	\$ -
5	Cellular Phone	0	\$ 75.00	month	\$ -
6	Lodging (2-Inspectors)	0	\$ 93.00	day	\$ -
7	Meals (2-Inspectors)		\$ 51.00	day	\$ -
8	Inspector Tools				\$ -
	100' Chain	0	\$ 15.00	each	\$ -
	Hard Hat	0	\$ 30.00	each	\$ -
	6' Engineer's Rule	0	\$ 15.00	each	\$ -
	Hand Levels	0	\$ 50.00	each	\$ -
	Safety Vests	0	\$ 25.00	each	\$ -
9	Asphalt Testing				\$ -
	Equipment & Supplies	0	\$ 325.00	month	\$ -
10	Concrete Testing				\$ -
	Equipment & Supplies	0	\$ 325.00	month	\$ -
11	Soils Testing				\$ -
	Equipment & Supplies	0	\$ 325.00	month	\$ -
12	Nuclear Density Gauge	0	\$ 390.00	month	\$ -
	Nuclear Density Gauge Storage	0	\$ 65.00	month	\$ -
13	Other				\$ -
	Asphalt Core Machine	0	\$ 300.00	month	\$ -
14	Komax Copier Base Rate	0	\$ 302.10	month	\$ -
	Komax Copier Overage	0	\$ -		\$ -
				Total	<b>\$0.00</b>

Consultant's Logo,  
if applicable

## Subconsultant/Subcontractor Certification

State Project No. [Project number from Scope of Work Meeting notes] Date [Invoice Date]  
Federal Project No. [Project number from Scope of Work Meeting notes] Invoice No. [Invoice sequence number]  
Project Description [Project name from Scope of Work Meeting notes] FEIN No. [Company's FEIN]  
County [Location of Project] County

### Certification

#### SUBCONSULTANT/SUBCONTRACTOR CERTIFICATION

Please select one of the two subconsultant/subcontractor certifications below:

☒ I hereby certify that on [Payment Received Date] [Consultant Name] received payment for  
Invoice No. [Previous Invoice sequence number] dated [Previous Invoice Date] in the amount of [Previous Invoice Amount]  
and the following subconsultant(s) and subcontractor(s) included in the subject invoice  
have been paid:

<u>Subconsultant</u>	<u>Amount</u>
Subconsultant Name	Subconsultant Amount
Subconsultant Name	Subconsultant Amount

☐ There were no subconsultant(s) or subcontractor(s) included on the previous invoice.

☐ [Consultant Name] has not received payment for Invoice No. [Previous Invoice(s)]

\_\_\_\_\_  
[Authorized Company Representative]

\_\_\_\_\_  
[Title]

## Subconsultant Invoice

State Project No. [Project number from Agreement]  
Federal Project No. [Project number from Agreement]  
Project Name [Project name from Agreement]  
County [Location of Project] County

Date [Invoice Date]  
[Invoice  
Invoice No. sequence  
number]  
FEIN No. Company's FEIN

### Cost Plus Fixed Fee Basis of Payment

0

For the study, design, and preparation of construction contract plans and related documents in accordance with the terms of the agreement dated [Date of Sub Agreement] and

Contract [Prime Consultant's Name] (Prime Consultant)	\$ 950,000.00
[Subconsultant's Name] (Subconsultant)	\$ 50,000.00
[Subconsultant's Name] (Subconsultant)	\$ 25,250.00
Maximum Amount Payable	<u>\$ 1,025,250.00</u>

CURRENT AMOUNT INVOICED  
Amount Due (Invoice Attached)

<u>Current</u>	<u>To Date</u>
\$ 17,500.00	\$ 50,000.00

CURRENT AMOUNT DUE  
Amount Payable to Date  
Total Previously Invoiced  
**AMOUNT NOW DUE**

\$ 50,000.00
<u>\$ 32,500.00</u>
\$ 17,500.00

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# Appendix C

## Performance Evaluation Criteria

**Procurement Submission**  
**Timeliness Criteria for Design and CEI Projects**

<b>Numeric Rating</b>	<b>Description</b>	<b>Generic Description</b>
<b>5</b>	Consultant was responsive and delivered each submission in advance of the due date	Outstanding
<b>4</b>	Consultant was responsive and delivered each submission on time.	Very Good
<b>3</b>	Consultant delivered submission on time.	Good
<b>2</b>	Consultant delivered each submission within a three (3)-day window following the due date.	Unacceptable
<b>1</b>	Consultant delivered each submission consistently late, and the submission was incomplete with revisions needed.	Notify Management

**Procurement Submission**  
**Quality, Accuracy and Completeness Criteria (QAC) for Design and CEI Projects**

<b>Numeric Rating</b>	<b>Description</b>	<b>Generic Description</b>
<b>5</b>	Consultant was responsive and the submission was complete with no revisions needed unless it was at the request of the WVDOH.	Outstanding
<b>4</b>	The submission was complete with no revisions needed unless it was a preference of the WVDOH.	Very Good
<b>3</b>	The submission was complete with minor revisions needed.	Good
<b>2</b>	The submissions were incomplete with minor revisions needed.	Unacceptable
<b>1</b>	The submission was incomplete with major revisions needed.	Notify Management

**Design Submission  
Timeliness Criteria for Design and CEI Projects**

<b>Numeric Rating</b>	<b>Description</b>	<b>Generic Description</b>
<b>10</b>	An acceptable work product was delivered more than two (2) weeks ahead of schedule.	Outstanding
<b>9</b>	An acceptable work product was delivered more than one (1) week ahead of schedule.	Excellent
<b>8</b>	An acceptable work product was delivered on schedule.	Very Good
<b>7</b>	An acceptable work product was delivered no more than three (3) working days late.	Good
<b>6</b>	An acceptable work product was delivered no more than one (1) week late.	Acceptable
<b>5</b>	An acceptable work product was delivered no more than two (2) weeks late.	Fair
<b>4</b>	An acceptable work product was delivered no more than three (3) weeks late.	Poor
<b>3</b>	An acceptable work product was delivered no more than four (4) weeks late.	Very Poor
<b>2</b>	An acceptable work product was delivered no more than five (5) weeks late.	Unacceptable
<b>1</b>	An acceptable work product was delivered more than five (5) weeks late.	Notify Management

Note: The scoring system is based on the documented received date of the submission compared to the required date by the approved CPM.

**Design Submission**  
**Quality, Accuracy and Completeness (QAC) Criteria for Design Projects**

<b>Numeric Rating</b>	<b>Description</b>	<b>Generic Description</b>
<b>10</b>	Submission completed with minimal comments and technical guidance from the Division or District, including compliance with WVDOT manuals and procedures. Consultant was an asset to the Division or District.	Outstanding
<b>9</b>	Submission completed with a small number of comments and minimal technical guidance from the Division or District, relative to the size and the complexity of the project. The PM's time commitments to complete reviews are relatively small.	Excellent
<b>8</b>	Submission completed with some comments and technical guidance. Comments are minor in nature and do not include serious design or product quality issues, relative to the size and complexity of the project. PM's time commitments to complete the reviews are still relatively small.	Very Good
<b>7</b>	Submission completed with some comments and technical guidance. Comments are mostly minor in nature but more numerous, relative to the size and complexity of the project, but do not include serious design or cost issues.	Good
<b>6</b>	Submission completed with a significant but acceptable level of WVDOT involvement required including comments and technical guidance. Comments do not include serious design or product quality issues.	Acceptable
<b>5</b>	Significant level of comments included serious design, plan preparation or product quality issues.	Fair
<b>4</b>	Consultant was deficient in knowledge of WVDOT practices and manuals. Extensive WVDOT staff involvement required to achieve an acceptable work product.	Poor
<b>3</b>	Consultant was deficient in knowledge of WVDOT practices and manuals. Extensive WVDOT staff involvement required to achieve an acceptable work product. Project Manager spends excessive amounts of time in coordinating response to consultants.	Very Poor
<b>2</b>	Submission is unacceptable to the point that deliverable is returned for revision without detailed comments.	Unacceptable
<b>1</b>	Submission is unacceptable to the point that removal of prequalification is warranted.	Remove prequalification

**Submission**  
**Quality, Accuracy and Completeness (QAC) Criteria for CEI Projects**

<b>West Virginia Department of Transportation</b> <b>Division of Highways</b> <b>Contract Administration Division</b> <b>Consultant Evaluation Form</b>		
Agreement type:	District:	<b>Key to Ratings</b>
<b>Name of Consultant Firm:</b>		1-2. Unsatisfactory (comment required)
<b>Project name and number</b>		3-4. Marginal
<b>Evaluation Date</b>		5-6. Satisfactory
		7-8. Commendable
		9-10. Outstanding
<b>1. Knowledge, Skill, Ability :</b> Is the consultant competent to fulfill the requirements of the job and have the knowledge, skill, and ability necessary to perform the work, including the appropriate certifications required.	Comments:	Score:
<b>2. Quality of Work :</b> Does the consultant provide quality work which is neat, accurate, thorough, and free of errors	Comments:	Score:
<b>3. Work Habits :</b> Is the consultant punctual, diligent, dependable, resourceful, not disruptive	Comments:	Score:
<b>4. Attitude, Cooperation:</b> Does the consultant sustain a positive attitude, willing to work when needed, cooperative, high morale	Comments:	Score:
<b>5. Adaptability/Flexibility:</b> Does the consultant have the ability to grasp, understand, apply new or changing duties/assignments	Comments:	Score:
<b>6. Judgement:</b> Does the consultant have the ability to think clearly and impartially, utilizing all available information	Comments:	Score:
<b>7. Professional Relationships:</b> Does the consultant work well as a member of a group or team.	Comments:	Score:
<b>8. Quantity of Work :</b> Is the amount of work satisfactory considering workload and given time	Comments:	Score:
<b>9. Communication :</b> Is the consultant communicating with the Division and the Contractor Effectively	Comments:	Score:
<b>10. Responsiveness :</b> Is the consultant responsive to the needs of the Division, requests, invoicing, etc.	Comments:	Score:
<b>TOTAL</b>		0.0



**Submission**  
**Quality, Accuracy and Completeness (QAC) Criteria for Load Rating**

<b>West Virginia Department of Transportation</b> <b>Division of Highways</b> <b>Operations Division</b> <b>Consultant Evaluation Form-Load Rating</b>		
<b>Agreement type:</b>	<b>District:</b>	<b>Key to Ratings</b>
<b>Name of Consultant Firm:</b>		1-2. Unsatisfactory (comment required)
<b>Project name and number</b>		3-4. Marginal
<b>Evaluation Date</b>		5-6. Satisfactory
		7-8. Commendable
		9-10. Outstanding
<b>1. Qualifications / Staffing:</b> Does the consultant have the appropriate load rating staff available to produce the work product?	Comments:	Score:
<b>2. Quality of Work:</b> Does the consultant provide an accurate, thorough, and neat work product?	Comments:	Score:
<b>3. Independence:</b> Does the consultant work primarily independently and diligently to produce the work product?	Comments:	Score:
<b>4. Judgement:</b> Does the consultant apply sound engineering judgement with available information?	Comments:	Score:
<b>5. Professionalism:</b> Does the consultant conduct itself with responsibility, integrity, and accountability?	Comments:	Score:
<b>6. Timeliness:</b> Does the consultant produce the work product satisfactorily in the given ammount of time?	Comments:	Score:
<b>7. Communicaiton:</b> Does the consultant quickly, clearly , and sussinctly communicate with the appropriate representative of the WVDOH?	Comments:	Score:
		<b>TOTAL</b>
		0.0

West Virginia Department of Transportation Division of Highways Operations Division Consultant Evaluation Form-Load Rating		
Agreement type:	District:	<b>Key to Ratings</b>
Name of Consultant Firm:		1-2. Unsatisfactory (comment required)
Project name and number		3-4. Marginal
Evaluation Date		5-6. Satisfactory
		7-8. Commendable
		9-10. Outstanding
<b>WVDOH Operations Division Comments:</b>		
Prepared by: _____ Date: _____		
<b>WVDOH District Bridge Engineer Comments:</b>		
Prepared by: _____ Date: _____		
<b>Consultant Firm's Response:</b>		
Prepared by: _____ Date: _____		

Reviewed and approved by:

\_\_\_\_\_  
Program Manager/ Assistant Director of Bridge

\_\_\_\_\_  
Date

**Submission**  
**Quality, Accuracy and Completeness (QAC) Criteria for Bridge Inspection**

West Virginia Department of Transportation Division of Highways Operations Division Consultant Evaluation Form-Bridge Inspection			
<b>Inspection Type/Date:</b>		<b>Key to Ratings</b>	
<b>Name of Consultant Firm:</b>		1-2. Unsatisfactory (comment required)	
<b>Project Name and Number:</b>		3-4. Marginal	
<b>Evaluation Performed By:</b>		5-6. Satisfactory	
<b>Evaluation Date:</b>		7-8. Commendable	
		9-10. Outstanding	
<hr/>			
<b>1. Competence-Knowledge, Skill, Ability:</b> Does the consultant's bridge inspection team possess the knowledge, skill, ability and certifications to perform the work?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>2. Quality of Work:</b> Does the consultant provide an accurate, concise, and thorough work product free of errors in accordance with all WVDOH policies and scope?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>3. Timeliness:</b> Does the consultant meet pre-set and rushed schedules and reply promptly to correspondence?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>4. Adherence to Standards, Specs, and Policies:</b> Does the consultant follow governing specifications, policies, and safe work practices without excess guidance?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>5. Resourcefulness:</b> Does the consultant possess the ability to innovate, seek information, exercise flexibility, and overcome challenges?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>6. Project Management:</b> Does the consultant manage and review subconsultants, maintain project budget, and provide proper invoicing?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>7. Continuity of Project Personnel:</b> Does the consultant provide consistent project personnel including equal or more competent replacement personnel, when necessary?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>8. Communication:</b> Does the consultant communicate effectively with the public, subconsultants, District, and Operations Division?	Comments:	Score:	
		Operations	District
		0	0
		0	
<b>9. Responsiveness:</b> Does the consultant respond to the needs, requests, invoices, etc. of District and Operations Division?	Comments:	Score:	
		Operations	District
		0	0
		0	
		<b>TOTAL</b>	0.0

West Virginia Department of Transportation Division of Highways Operations Division <b>Consultant Evaluation Form-Bridge Inspection</b>		
Inspection Type/Date:		<b>Key to Ratings</b>
Name of Consultant Firm:		1-2. Unsatisfactory (comment required)
Project Name and Number:		3-4. Marginal
Evaluation Performed By:		5-6. Satisfactory
Evaluation Date:		7-8. Commendable
WVDOH Operations Division Comments:		
Prepared by:		Date:
WVDOH Bridge Engineer Comments:		
Prepared by:		Date:
Consultant Firm's Response:		
Prepared by:		Date:

Reviewed and approved by:

\_\_\_\_\_  
 Program Manager/ Assistant Director of Bridge  
 Operations

\_\_\_\_\_  
 Date

### Example Evaluation Scoring

#### Equations

Procurement Score = QAC Score + Timeliness Score

$$\text{Submission Score} = \frac{(\text{QAC Score} * \text{Weight}) + (\text{Timeliness Score} * \text{Weight})}{\sum \text{Weights}}$$

$$\text{Evaluation Score} = \frac{\sum \text{Procurement} + \text{Submission Scores}}{\text{Number of Scores}}$$

Note: For CEI, the QAC Score for Submissions shall be the total from the form divided by 10.

#### Example

Consultant ABC completed a design project with three (3) submissions. Prior to starting the project, the WVDOH provided criteria weighting to identify critical performance areas and reinforce their primary objectives. The following weighting was provided to the Consultant:

**Example Weighting**

	QAC	Timeliness
<b>Submission 1</b>	4	1
<b>Submission 2</b>	1	1
<b>Submission 3</b>	3	1

The summary table below illustrates the ratings the Consultant received and the calculation of individual scores and the average for the project.

Evaluation Area and Rating	Score Calculation
<b>Procurement</b> Consultant received a 5 for QAC and 4 for Timeliness	Procurement Score = 5 + 4 = 9.0
<b>Submission 1</b> Consultant received an 8 for QAC and 10 for Timeliness	Submission Score = $\frac{(8 * 4) + (10 * 1)}{4 + 1} = 8.4$
<b>Submission 2</b> Consultant received a 7 for QAC and 7 for Timeliness	Submission Score = $\frac{(7 * 1) + (7 * 1)}{1 + 1} = 7.0$
<b>Submission 3</b> Consultant received a 10 for QAC and 6 for Timeliness	Submission Score = $\frac{(10 * 3) + (6 * 1)}{3 + 1} = 9.0$
<b>Evaluation Score for Agreement</b>	<b>8.35</b>

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# Appendix D

Short List Process

## **CONSULTANT SELECTION COMMITTEES**

### **AGREEMENTS LESS THAN \$750,000**

For projects with anticipated agreements less than \$750,000, the division or district requiring the services shall make a minimum of three recommendations. The firms shall be considered from appropriate Prequalification or Statewide lists. A selection memo, identifying the considered and preferred consultant, shall be submitted from the Director or District Manager, through the appropriate organizational structure, to the Commissioner of Highways. The Commissioner of Highways shall approve the selection.

### **AGREEMENTS GREATER THAN \$750,000**

For projects with anticipated agreements greater than \$750,000, the division or district needing the services shall form a preliminary selection committee to evaluate the firms that have submitted letters of intent. The preliminary selection committee shall be chosen by the Director or District Manager requesting the services. The preliminary selection committee shall consist of a minimum of three (3) members. The preliminary selection committee should consist of the appropriate organizational staff between the Director and District Manager and the Commissioner of Highways, not including the Commissioner, or their delegated staff.

The preliminary selection committee shall identify five (5) members to serve on the interview panel to recommend a firm to the Commissioner of Highways. No individuals may serve on both the preliminary short list committee and interview panel.

The preliminary selection committee and interview panels shall be made up:

Chief Engineer, Special Programs	Director, MCS&T Division
Chief Engineer, Development	Director, Contract Administration Division
Chief Engineer, Planning and Program Implementation	Director, Operations Division
Chief Engineer, Construction	Director, Traffic Engineering Division
Chief Engineer, Operations	Director, Planning Division
Chief, Technology Officer	Director, Information Technology Division
Director, Engineering Division	Director, Performance Management Division
Director, Technical Support Division	District Representatives
Director, Right of Way Division	Project Managers

### **CONFLICTS OF INTEREST**

No WVDOT staff shall serve on a preliminary selection committee, interview panel or select a firm if there is any real or perceived conflict of interest between that staff and any firm being evaluated. The conflict may arise either as a familiar or past work relationship. It is the responsibility of WVDOT staff to abstain from any conflicts of interest.

# Appendix E

## Conflict of Interest

## **Conflicts of Interest**

(i) A contracting agency shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with [2 CFR 200.112](#), [23 CFR 1.33](#) and the provisions of this [paragraph \(b\)\(4\)](#).

(ii) No employee, officer, or agent of the contracting agency shall participate in selection, or in the award or administration of a contract supported by Federal-aid funds if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

(A) The employee, officer, or agent;

(B) Any member of his or her immediate family;

(C) His or her partner; or

(D) An organization that employs or is about to employ any of the above.

(iii) The contracting agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements. A contracting agency may establish dollar thresholds where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

(iv) A contracting agency may provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(v) To the extent permitted by State or local law or regulations, the standards of conduct required by this paragraph shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the contracting agency's officers, employees, or agents, or by consultants or their agents.

(vi) A contracting agency shall promptly disclose in writing any potential conflict of interest to FHWA.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

Stephen T. Rumbaugh, P. E.  
Secretary of Transportation  
Commissioner of Highways

**(DATE)**

**(FHWA ADMINISTRATOR)**

Division Administrator  
West Virginia Division  
Federal Highway Administration  
300 Virginia Street East  
Suite 7400  
Charleston, West Virginia 25301

RE: **(CONSULTANT NAME)**

Project Name: **(PROJECT NAME)**

Federal Project #: **(FEDERAL PROJECT #)**

Dear **(FHWA ADMINISTRATOR)**:

This letter serves to provide notice to the FHWA that the West Virginia Division of Highways, in accordance with the procedures set forth in W. Va. Code St. R. § 157-1-7, as approved by the FHWA in our Stewardship and Oversight Agreement on Project Assumption and Program Oversight, evaluated several consulting firms and selected **(CONSULTANT NAME)** as the best qualified consultant to perform the services required for the above-referenced project.

As you may be aware, the **(POSITION OF WVDOH EMPLOYEE)**, **(WVDOH EMPLOYEE NAME)**, has a **(RELATIONSHIP TO WVDOH EMPLOYEE)** employed as an **(POSITION OF FAMILY MEMBER)** by **(CONSULTANT NAME)**. Under West Virginia law this **(would or would not)** be considered a conflict of interest. **(If there is a conflict of interest, a statement would be placed here, recusing the WVDOH employee from all aspects of the project).**

We are sending this communication such that, if the FHWA has any different guidance relative to this situation, we can adapt accordingly. If you have any questions, please feel free to contact me or have your appropriate staff member contact me at **(PHONE NUMBER)**.

Sincerely,

**(SIGNATURE AUTHORITY)**  
**(POSITION)**

**XXX:x**

# Appendix F

Management Support  
Consultants (MSC)

# MANAGEMENT SUPPORT CONSULTANTS (MSC)

## **GENERAL**

Management Support Consultants (MSC) will be hired to perform specific engineering functions normally performed by WVDOH staff. These services may include but are not limited to review of other consultants work, procurement activities, and other quality assurance tasks. Firms selected as MSC will receive oversight from WVDOH but many of the tasks assigned will be of an independent nature. This policy identifies implementation, tasks and approval roles and other guidance for these services.

## **IMPLEMENTATION OF MANAGEMENT SUPPORT CONSULTANTS (MSC):**

- 1) Receive approval from FHWA for the use of Management Support Consultants.
- 2) A single project for review or procurement per MSC shall be programmed once approval is received.
- 3) Selections and project assignments for project management and procurement will be made using the prequalification process.
  - a. "Management projects" will be federal-aid reimbursable.
  - b. The MSC will review or procure multiple standalone projects from the management project on an as needed basis.
    - i. Agreements will be drafted to allow for multiple project review without additional agreements.
    - ii. The MSC selected will be required to track the project's time, through a process such as cost accounting. This is required for audits and legal review.

## **TASKS FOR PROJECT MANAGEMENT:**

- 1) The MSC will create a cost accounting/work log template for tracking and describing actions for auditing and review purposes. The Division will approve the template.
- 2) The MSC will then create a QA plan for review of consultants' work. The plan will be reviewed and approved by the Division. The MSC will review work based on the approved plan.
- 3) The MSC will generate a standard invoice template to be used by project consultants. The invoice will provide the ability for the MSC to easily review the work completed without compromising any proprietary information of the submitting consultant. The invoice will also provide simple or automated capability to add the proprietary information for submittal by state employees for reimbursement.
- 4) Consultant Assignment and Equipment:
  - a. The MSC will be stationed at a Central Office location and provided standard computer hardware.
  - b. The MSC will be given network access and will have to sign all standard employee agreements for use of network and computers.

## MANAGEMENT SUPPORT CONSULTANTS (MSC)

- c. All statewide software applications necessary for performing duties will be made available. Software shall include ProjectWise, CADD applications, design software applications, Google or office products, Hub, AASHTO Project and Estimation software, Bluebeam, etc.
  - d. Any consultant-specific applications must be approved by the Division prior to loading onto the MSC computers.
- 5) Responsibilities of the MSC when reviewing project consultant work:
- a. Follow guidance in the approved QA plan.
  - b. Provide direction to consultants on WVDOT standard policies, guidelines, and practices.
  - c. Supply engineering judgement when requested or as part of a review on industry standard practice. When industry standard practice conflicts with WVDOT guidelines, or if no WVDOT guidance exists, the MSC shall fully document the decisions and notify the Division.
  - d. The MSC shall create a system of tracking requests for information (RFI) and review comments. The system shall have the ability to track the communication, dates, and conclusions to RFI and review comments. The system shall be able to “flag” incomplete dialogue comments.
  - e. The MSC shall evaluate the quality and timeliness of the submittal.
  - f. The MSC shall manage the project schedule from the owner’s perspective. They shall coordinate all activities outside the influence of the consultant.
  - g. The MSC shall be responsible for supplying responses to general project comments from management.
  - h. The MSC will be responsible for PSE to Contract Administration of assigned projects.
  - i. The MSC will review and approve invoice submittals. The MSC is to reject invoices when work has not been performed or is of a substandard workmanship.

### **TASKS FOR CONSULTANT PROCUREMENT:**

- 1) CONSULTANT SELECTION AND FINAL PROPOSAL APPROVAL WILL BE BY WVDOT STAFF.
- 2) The MSC will create a cost accounting/work log template for tracking and describing actions for auditing and review purposes. The Division will approve the template.
- 3) The MSC will create or modify a proposal submittal sheet that removes the selected firm’s proprietary information. The MSC will also create an automated process for state employees to insert proprietary information for the final proposal amount approval.
- 4) Consultant Assignment and Equipment:
  - a. The MSC will be stationed at a Central Office location and provided standard computer hardware.
  - b. The MSC will be given network access and will have to sign all standard employee agreements for use of network and computers.

## MANAGEMENT SUPPORT CONSULTANTS (MSC)

- c. All statewide software applications necessary for performing duties will be made available. Software shall include ProjectWise, CADD applications, design software applications, Google or office products, Hub, AASHTO Project and Estimation software, Bluebeam, etc.
  - d. Any consultant-specific applications must be approved by the Division prior to loading onto the MSC computers.
- 5) Responsibilities of the MSC when procuring engineering services:
- a. Division will provide reports and contact information for the MSC to prepare procurement documents.
  - b. The MSC will review documents and interview DOH staff to prepare advertisements and scopes of work. The MSC should take general direction from WVDOH staff and expand the description of the advertisement and scope to fully identify the project in the best interest of the WVDOH.
  - c. The MSC will be responsible for preparing an independent estimate from the scope and narrative, using industry best practices for plan development.
  - d. Once an independent estimate is approved, the MSC will negotiate in the best interest of the WVDOH. Any final proposed hours greater than the independent estimate will require justification.

### **CONSULTANT MANAGEMENT AND OVERSIGHT**

The intent of procuring consultants for management support roles is to free WVDOH staff to work on higher risk projects and to supplement existing staff due to high turnover. WVDOH staff will provide direction, guidance and approval of tasks identified in legislative procedures, FHWA policies and other duties fundamental to the governmental organization, such as approval of invoices submitted by the MSC. Oversight of the MSC will be the responsibility of the Division Director or District Manager/Engineer or their designee.

The Division will retain authority for the following *PROJECT MANAGEMENT* tasks:

- Location and Design approval
- Design Exception approval
- Schedule change approval
- Engineers Estimate approval
- Invoice approval (Consultant and MSC)
- Scope Change resulting in PMD/Supplement

The Division will retain authority for the following *PROCUREMENT* tasks:

- Scope of work approval
- Final fee approval
- Notice to Proceed
- Consultant Selection (including short list and interviews)

## MANAGEMENT SUPPORT CONSULTANTS (MSC)

### **CONFLICT OF INTEREST FOR MANAGEMENT SUPPORT CONSULTANTS**

Due to the nature of management support roles, the Division must take additional measures to confirm that no conflicts of interest exist. Federal Highway Administration (FHWA) requirements concerning the states responsibility concerning conflict of interest are covered in 23 CFR, Section 1.33:

“No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project.”

“No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State.”

“No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract.

The Division requires that firms accepting work as MSC will provide information from the last two (2) years regarding their involvement with any firm or company with whom they worked in a contractual manner (as a prime consultant, subconsultant, or team member) with the department or any other public or private entity. The firm will be required to sign the WVDOT Confidentiality Agreement for management support roles and the Conflict of Interest Form. Firms have full responsibility to actively maintain the Conflict of Interest Form. Firms have only five (5) working days to update the form, when possible, collaboration occurs, either direct or indirect, for possible partnerships.

It is the responsibility of the firm to disclose ANY conflicts of interest to the Division for review and adjudication. The Division is responsible for maintaining the public trust and therefore will make a determination based on the lowest avoidable risk assessment. To mitigate possible conflicts of interest, the Division may require (but is not limited to):

- Change in the firm’s assigned personnel
- Additional mitigation or “firewalling” of support staff
- Removal of personnel
- Other

## MANAGEMENT SUPPORT CONSULTANTS (MSC)

Out of an abundance of caution and to remedy the appearance of conflicts of interests, the Division may at any time choose to end the contractual relationship with the MSC. to avoid conflicts of interest, the Division reserves the right to take action during any part of the procurement process

### **WORKFLOW:**

The following will generally describe the workflow of a contract and tasks. See Figure 1:

- 1) FHWA approves program and is willing to obligate federal-aid funds for consultant payment under a single Preliminary Engineering (PE) project.
- 2) A single PE project for project management and/or another for procurement for each MSC selected is programmed and authorized.
- 3) MSC(s) are selected and placed under agreement.
- 4) Space, equipment, and standard agreements for computer usage, EEO, etc. are completed.
- 5) The MSC will complete initial tasks for program implementation. The Division will approve documents, policies, and software applications.
- 6) The Division will prepare a list of projects that the MSC will oversee. The MSC will review the list and prepare a PMD including estimated hours to be used on the tasks. The Division will review the PMD, amount of hours that are estimated and amount of hours available in the contract and provide approval. No supplemental agreement or authorization will be generated through this process. When a PMD generates payment above the original amount or outside of scoped tasks, the PMD will be rejected and a separate selection will be made.
  - a. A supplement will not be generated through this process. The agreement will state that the MSC term will end when the agreement funds are expended. The agreement will not be extended. Another selection will occur at the end of the agreement's maximum amount payable. Tasks outside of the original scope of work will be performed by Division employees or a separate selection will occur.
  - b. A supplemental agreement or authorization may be generated if it is in the best interest of the Division to maintain a single project's uniformity. An example of such uniformity would be to provide comments on the final office review when the consultant has reviewed all other milestones of the project. This should be rare and recognized prior to the consultant NTP and the beginning of the task.
- 7) Once approval is given, the MSC will begin work, provide schedule updates and a weekly log to the Division of upcoming and completed work or tasks.
- 8) The MSC will contact the Division to answer specific questions or when Division required approvals are needed. Initially, it is anticipated that the Division will provide strict oversight of the MSC to ensure program implementation. Within several months of implementation, the consultant should be self-sufficient and delivering tasks at schedules necessary to deliver the program.
- 9) When the MSC reaches the end of the agreement term or maximum amount payable, the agreement and authorization will be terminated.

## MANAGEMENT SUPPORT CONSULTANTS (MSC)

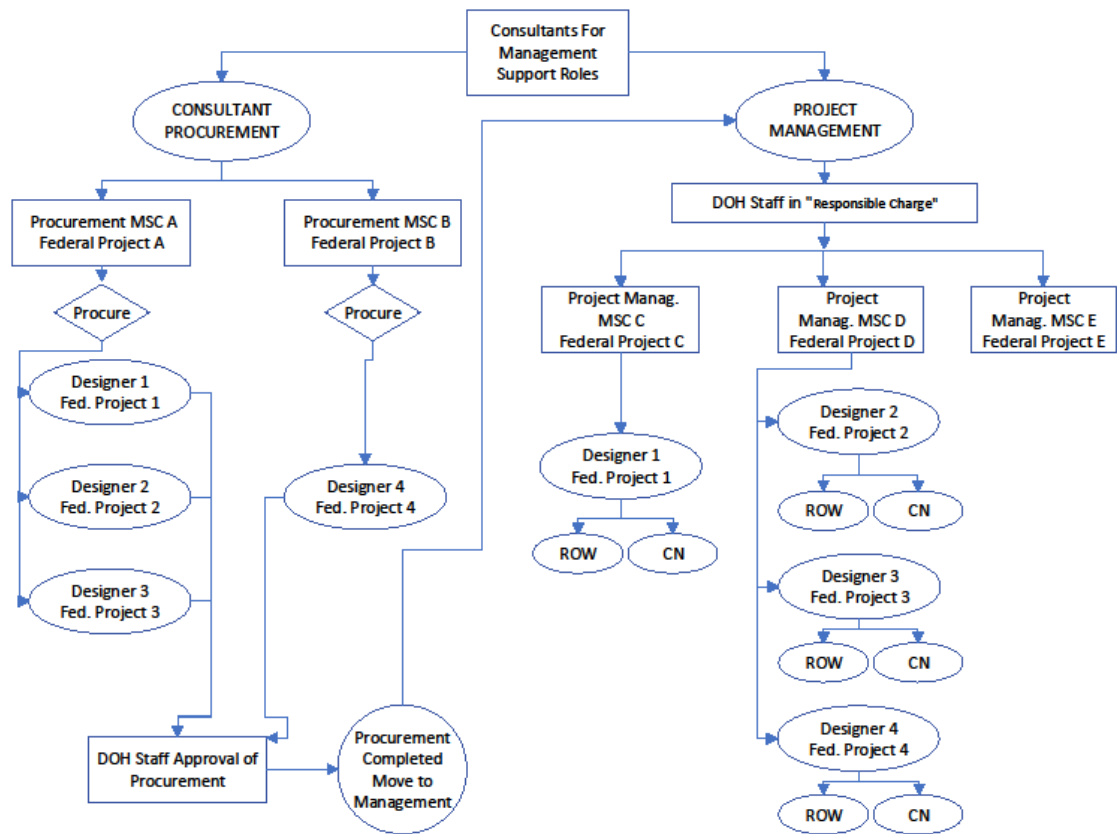


Figure 1 Workflow Chart for Management Support Roles

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

**CONFIDENTIALITY AGREEMENT**

PROJECT DESCRIPTION:

COUNTY:

CONTRACT ID:

This Confidentiality Agreement ("Agreement") is made and entered into as of ("Effective Date"), by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS ("WVDOH") and \_\_\_\_\_ Recipient"), whose address is; \_\_\_\_\_.

Explanatory Statement

- A. WVDOH has retained the services of Recipient as a Management Support Consultant for the purposes of providing project management support and oversight related to \_\_\_\_\_ (Project Description). Recipient's project management duties will consist of, but not necessarily be limited to, providing responses to WVDOH standards and policy questions, high level quality assurance (QA) oversight, monthly communication and monitoring of schedules, review and approval of invoice submittals, value engineering and practical design suggestions, and assistance with delivery of infrastructure program. In the course of performing these and related tasks, it is anticipated that Recipient will come into possession of certain WVDOH data, records, reports, and information ("Records").
- B. WVDOH may elect to disclose to Recipient certain of the Records which are necessary or appropriate to Recipient's provision of guidance or services to WVDOH.
- C. The purpose of this Agreement is to provide for the confidentiality of the Records disclosed by WVDOH to Recipient and to prevent the unauthorized premature disclosure of such Records by Recipient.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Records

- (a) WVDOH may elect to disclose certain of its Records to Recipient. Nothing herein

shall require WVDOH to disclose Records or any of its information.

- (b) Records may include information disclosed or submitted orally, in writing, or by any other media, to Recipient by WVDOH and/or its consultants. In the event of any uncertainty as to the status of a Record as confidential or exempt, the Recipient shall promptly request clarification from WVDOH but shall otherwise hold the Record in confidence pursuant to this Agreement unless and until advised otherwise by WVDOH.

## **2. Recipient's Obligations**

- (a) Recipient agrees that the Records are to be considered confidential and proprietary to WVDOH, that WVDOH is the custodian of such Records, and Recipient shall hold the same in confidence, shall not use the Records other than for the purposes of Recipient's services for or business with WVDOH, and shall disclose it to no one, except officers, employees, or consultants of Recipient who have agreed to observe and be bound by the terms of this Agreement and for whom Recipient shall ensure compliance with the Agreement. Recipient will not disclose, publish, or otherwise reveal any of the Records to any other party whatsoever, except with the specific prior written authorization of WVDOH.
- (b) All Records are and remain the property of WVDOH. Records furnished in tangible form shall not be duplicated by Recipient, without the prior written permission of WVDOH. Upon WVDOH's written request or the termination or expiration of this Agreement, Recipient shall return all Records received in written or tangible form, including copies, or reproductions and any notes or memoranda of conversations relating to the Records, including any copies thereof or other media containing such Records, within ten (10) calendar days of such request. At Recipient's option and WVDOH's approval, any documents or other media developed by Recipient containing Records may be destroyed by Recipient, in which case Recipient shall provide WVDOH a notarized affidavit certifying destruction of such Records within ten (10) calendar days thereafter.

## **3. Term of Agreement and Termination Requirements**

The obligations of Recipient under this Agreement shall begin on the Effective Date of this Agreement and shall remain in effect until terminated by written notice to the Recipient from WVDOH. Recipient's obligations shall not be affected by bankruptcy, receivership, assignment, attachment, or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between WVDOH and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing.

### **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of West Virginia.

### **4. Limitations on Confidentiality**

(a) Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality or nonuse by Recipient with respect to any information that:

1. is or becomes publicly available to Recipient, without breach of this Agreement, or is rightfully received by Recipient without an obligation or breach of confidentiality;
2. can be demonstrated to have been in the public domain as of the Effective Date of this Agreement, or legitimately comes into the public domain thereafter through no action of the Recipient;
3. can be demonstrated to have been known to the Recipient prior to execution of this Agreement and was not acquired, directly or indirectly, from WVDOH or from a third party under a continuing obligation of confidentiality;
4. is required to be disclosed pursuant to law or court order; provided that Recipient provides prior notice to WVDOH and provides sufficient time to WVDOH to assert any exclusions or privileges that may be available by law; or
5. is developed by Recipient without breach of this Agreement;

Provided, however, such Records shall not be disclosed until thirty (30) days or such shorter period as may be required for compliance with law, after written notice of intent to disclose is given to WVDOH along with the asserted grounds for disclosure.

(b) The Recipient will forward all written or oral requests for disclosure of Records to WVDOH immediately.

### **5. Costs of Breach and Enforcement**

Recipient shall be responsible for any and all courts costs, reasonable attorney's fees,

and compensatory and/or consequential damages caused by Recipient's breach of this Agreement. The Recipient agrees to hold WVDOH harmless for any damages caused to WVDOH or third parties resulting from Recipient's breach of this Agreement, and Recipient shall defend and indemnify WVDOH against any claims, demands, or causes of action related to such damages.

## **6. Entire Agreement**

This Agreement sets forth the parties' entire understanding as to its subject matter and terminates and supersedes all prior understandings or agreements, oral or written, between WVDOH and Recipient, relating to the subject matter of this Agreement, but shall neither nullify nor otherwise affect any other existing or future confidentiality or nondisclosure agreements between the Recipient and either the State of West Virginia or WVDOH.

## **7. Amendments**

This Agreement may not be changed or modified except by an instrument in writing signed by duly authorized representatives of WVDOH and Recipient. Provided, however, that WVDOH reserves the right to terminate the Agreement at any time at its discretion.

## **8. Assignment**

Recipient may not sell, assign, or transfer, either voluntarily or by operation of law this Agreement or any interest herein without WVDOH's express prior written consent. This Agreement shall inure to the benefit of and shall be binding upon WVDOH and Recipient and WVDOH's and Recipient's respective successors and permitted assigns.

## **9. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **10. Notices**

Any notice required by this Agreement, or given in connection with it, shall be in writing and shall be given to WVDOH by delivery to the designated WVDOH point of contact named below and to Recipient to its designated representative named below.

WVDOH's Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Recipient's Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

11. **No Implied Waiver**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as of the Effective Date above written.

**WEST VIRGINIA DEPARTMENT OF  
TRANSPORTATION, DIVISION OF HIGHWAYS**

By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

**RECIPIENT**

\_\_\_\_\_

(Signature)

Title:\_\_\_\_\_

# **Conflict of Interest Disclosure** **Form**

PROJECT DESCRIPTION:  
COUNTY:  
CONTRACT ID:

## **DISCLOSURE**

[illegible]



## REMEDIATION PLAN

In the space provided below, and on supplemental sheets as necessary, identify steps the Firm plans to take to avoid, neutralize, or mitigate every identified real or potential organizational conflict of interest listed above.

This image shows a full page of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings on the page.

**CERTIFICATION**

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed on this Conflict of Interest Disclosure Form, other than as described above. The undersigned further certifies that he or she understands that disclosure of a conflict of interest on this Form does not relieve his or her company of the obligation to comply with WVDOH policies, as well as applicable federal and state laws and regulations.

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Signature

---

Name

---

Title

---

Name of Firm

---

Date



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

West Virginia Division

March 21, 2025

300 Virginia Street East  
Suite 7400  
Charleston, West Virginia 25301  
Phone (304) 347-5928

**IN REPLY REFER TO:**  
2025 Procuring Consultants for  
Management Support Roles  
Procedures  
2024 Rules and Regulations for  
Consultant Procurement

Mr. R.J. Scites, P.E.  
Director of Engineering Division  
1900 Kanawha Blvd, East  
Building 5, Room 920  
Charleston, West Virginia 25305

Dear Mr. Scites:

The West Virginia Division Office of Federal Highway Administration received your letter dated March 13, 2025, for *Procuring Consultants for Management Support Roles Procedures*. The Division Office has worked very closely with the Engineering Division on this update including the confidentiality agreement and conflict of interest form. We have also reviewed the updated *Rules and Regulations for Consultant Procurement* that were effective on August 19, 2024, and submitted to Federal Highway Administration on March 13, 2025. We have determined that both submittals are in substantial compliance with 23 CFR 172 and acceptable for use by the WVDOH. A copy of the procedures and rules are included with this approval letter.

If you have any questions regarding this matter, please feel free to contact Derrick Johnson at 304-347-5473 or [derrick.johnson@dot.gov](mailto:derrick.johnson@dot.gov).

Sincerely yours,

Jeff Blanton  
Division Administrator

Enclosure



**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

**Stephen T. Rumbaugh, P. E.**  
Secretary of Transportation  
Commissioner of Highways

**March 13, 2025**

**Mr. Jeff Blanton**  
Division Administrator  
West Virginia Division  
Federal Highway Administration  
300 Virginia Street, East  
Suite 7400  
Charleston, West Virginia 25301

**Dear Mr. Blanton**

**SUBJECT: Procuring Consultants for Management Support Roles Procedure**

The West Virginia Division of Highways (WVDOH) and the Federal Highway Administration are reaffirming the effort to create a procedure for hiring consultants in Management Support Roles. This process will be a tool to assist the WVDOH to deliver the future infrastructure program.

Attached are the Management Support Role Policy, Confidentiality Agreement, and Conflict of Interest form. Upon approval, the information will be formalized and provided to the necessary WVDOH personnel for their use.

Please address your response letter to Mr. R. J. Scites, P. E., Director of our Engineering Division, at 1900 Kanawha Boulevard, East, Building Five, Room 920, Charleston, West Virginia 25305. Should you have any questions or require additional information, you may contact Mr. Scites at (304) 414-6479 or via email at [Raymond.J.Scites@wv.gov](mailto:Raymond.J.Scites@wv.gov).

**Sincerely,**

A handwritten signature in dark ink, appearing to read "S. Rumbaugh".

**Stephen T. Rumbaugh, P. E.**  
Secretary of Transportation  
Commissioner of Highways

**SR:Sr**

**Attachment**

The cover features a large dark blue vertical rectangle on the left side. The right side is divided into a yellow top section and a grey bottom section. The title 'Appendix G' is centered in the grey section.

# Appendix G

Evaluation of Design

## PROJECT EVALUATION WORKSHEET

**PROJECT NAME** \_\_\_\_\_  
**STATE PROJECT NUMBER** \_\_\_\_\_  
**FEDERAL PROJECT NUMBER** \_\_\_\_\_  
**CONSULTANT** \_\_\_\_\_  
**PROJECT MANAGER/EVALUATOR** \_\_\_\_\_

TASK/MILESTONE	TIMELINESS		QUALITY		TASK EVALUATION
	EVALUATION	FACTOR	EVALUATION	FACTOR	
1. _____ <i>DOH PM INITIALS</i> _____	_____	_____	_____	_____	_____
	<i>DOH SUP INITIALS</i> _____		<i>CONSULTANT PM/EOR</i> _____		
2. _____ <i>DOH PM INITIALS</i> _____	_____	_____	_____	_____	_____
	<i>DOH SUP INITIALS</i> _____		<i>CONSULTANT PM/EOR</i> _____		
3. _____ <i>DOH PM INITIALS</i> _____	_____	_____	_____	_____	_____
	<i>DOH SUP INITIALS</i> _____		<i>CONSULTANT PM/EOR</i> _____		
4. _____ <i>DOH PM INITIALS</i> _____	_____	_____	_____	_____	_____
	<i>DOH SUP INITIALS</i> _____		<i>CONSULTANT PM/EOR</i> _____		
5. _____ <i>DOH PM INITIALS</i> _____	_____	_____	_____	_____	_____
	<i>DOH SUP INITIALS</i> _____		<i>CONSULTANT PM/EOR</i> _____		
6. _____ <i>DOH PM INITIALS</i> _____	_____	_____	_____	_____	_____
	<i>DOH SUP INITIALS</i> _____		<i>CONSULTANT PM/EOR</i> _____		

OVERALL PROJECT EVALUATION \_\_\_\_\_