



CHAPTER I GENERAL INFORMATION

SECTION 1-03

GENERAL PROCEDURES

1-03.1 COORDINATION

1-03.1 (1) GENERAL. A systematic operation of the Design Division requires that the work of completing detail plans for highway improvements be coordinated between the district, the Design Division, and the FHWA. Each agency must be kept advised and informed as work progresses. The prime responsibility for this coordination is with the district. Controversial items are discussed and settled as early as possible as work progresses rather than after work has been completed.

1-03.1 (2) DESIGN DIVISION. The responsibility of completing surveys and plans in accordance with approved criteria is with the district. Design instructions and changes from given criteria are approved by the Design Division. It is the responsibility of the district to see that the detail plans are complete and accurate, including quantities, estimates, and special provisions. The Design Division is not a checking agency. Plans are processed and assembled for bid opening by the Design Division without detail checking. The Design Division acts only in a plan processing and consulting capacity. Through specialized training and experience, the Design Division personnel can very often furnish the district with valuable advice and assistance. This service is available at any time upon request. The district should not hesitate to make such a request. If a problem arises that cannot be settled in the district, the district advises the Design Division, and personnel will be made available for the solution either in the district or in the Design Division. Personnel from the Design Division will review and inspect surveys, preliminary plans, and plans in the district as they are being prepared. This procedure allows differences to be discussed and settled while the work is being performed, thereby eliminating delays caused by settling such items by correspondence, and wasted time caused by correcting and changing work, after it is completed. After decisions are reached, plans are developed accordingly without further correspondence or discussion unless conditions change which will warrant further consideration.

1-03.1 (3) FEDERAL HIGHWAY ADMINISTRATION. Federal regulations require that the FHWA be kept informed of activities of the Design Division to ensure that they exercise proper review and inspection covering the use and expenditure of federal funds. It is the responsibility of the district to give representatives of the FHWA an opportunity to inspect and review surveys, preliminary plans, and detail plans as the work is performed. This matter is handled informally with the FHWA representative in the district. Minor items can be handled directly with the representative in the district. Major items such as a change in location, a change in geometric data, or a major grade change, which the representative may suggest or recommend should be submitted to the Design Division, in writing, by the FHWA for consideration.

1-03.2 WORK PROCEDURE AND SCHEDULE. A plan and sequence of operation is necessary for a systematic operation of the Design Division. The sequence or schedule of operation is based on the construction program described in [Section 1-02](#) and bid opening schedules which are taken from the construction program. The work procedure for a typical project from the time it is programmed to the bid opening stage is given on [Figure 1-03.1](#). It is the responsibility of the district to maintain the schedule for all projects appearing on the construction program. If for any reason the schedule cannot be maintained, the district advises the Design Division as soon as the district determines that it will not be possible to maintain the schedule. The district does not perform work on improvements that do not appear on the approved construction program without approval from the Design Division.

1-03.3 CORRESPONDENCE

1-03.3 (1) GENERAL. The Design Division is furnished with copies of pertinent correspondence, originating in the district, to other functional units and to persons or groups outside the department. The district is furnished with copies of similar correspondence originating in the Design Division. Letters from the district to the Design Division containing alternate proposals should include a recommendation.

1-03.3 (2) LETTER HEADINGS. To simplify filing and routing correspondence, letters are headed similar to the

following example. However, in the case of an answer to a general public letter the heading is shown at the bottom of the letter.

Design
Route 399, Shaw County (1)
Route A to Route Z (2)
Job No. J5P0003 (3)
Utilities (4)
Apex Power Company (5)

Line 1 is self-explanatory.

Line 2 is used to identify the portion of the route referred to. The description used here is the same as or an abbreviation of the description of the improvement on the approved construction program.

Line 3 is the job number.

Line 4 is used to show the subject matter of the letter. A letter should not generally cover more than one subject. Other generally used subject headings are as follows:

- Plans
- Preliminary Plan
- Computer
- Lighting, Signals, or Signing
- Right of Way
- Urban
- Federal Aid
- Photogrammetry
- Location Study
- Public Hearing
- Railroads
- Cost Accounting
- Request for Prints
- Engineering Services Contract
- Pavement Design
- Hydraulics
- Interchange Layouts
- Specifications
- Standard Plans
- Project Development Manual

Line 5 is not generally applicable except for letters relating to utilities, railroads, or engineering services contracts.

1-03.4 CONSULTANT SERVICES

1-03.4 (1) USE OF CONSULTANTS FOR PROFESSIONAL SERVICES. From time to time, it may be necessary to employ the services of a private firm to assist MoDOT with project development issues. Employment of a consultant firm requires a formal contract with the Commission which describes the scope of work to be accomplished, the time frame for its completion and the fee for the services. Sample scopes of services for detailed design and location/environmental studies can be found in the Design forms on the computer system. Written procedures outlining, in detail, the process to follow (from the selection of the consultant through contract administration and performance evaluation) are described in a document titled, "[Consultant Selection and Contract Implementation Procedures for Professional Services Contracts](#)" (March 2002). Once the decision to employ a consultant has been made, this procedure should be followed. There are many standard contracts

available and the type of services and funding will determine the correct contract to use. Some of the standard contracts used are as follows:

- P:\CONTRACT\DE\DE1.DOC - Any federally funded engineering based professional services.
- P:\CONTRACT\DE\DE1-SF.DOC - Any state funded engineering based professional services.
- P:\CONTRACT\DE\DE1-HR.DOC - Master agreement for hourly rate consultant agreement.

Other contracts for specific types of services are also available. A review of all the standard form contracts should be made to see which one best fits the particular situation.

Contracts for consultant services in which the contract maximum is \$1 million or less will be funded with state funds, unless federally designated funding is available. Therefore, the DE1-SF standard contract language should be used. Contracts for consultant services in which the contract maximum is more than \$1 million will be funded with federal funds. Therefore, the DE1 standard contract language should be used. The basic difference between these standard contract forms is the provision of DBE requirements on contracts utilizing federal funding.

Both versions of the standard contract language have a requirement for providing a payment bond to insure payments for subcontracted services. The purpose of a payment bond is to insure that the prime consultant pays for all costs and services associated with the performance of the contract. Should the prime consultant fail to pay a third party for any services or costs incurred in performance of the contract, the payment bond will be used to make these payments.

A payment bond must be provided by the prime consultant for any contract which includes a total value of subcontracted non-engineering services or applicable direct costs which are greater than \$25,000. If the total amount of all subcontracted non-engineering services and applicable direct costs (for the prime consultant as well as any subconsultants) is less than \$25,000, then the prime consultant will not be required to provide a payment bond. Sample types of work which would qualify as non-engineering services are: geotechnical investigations, including but not limited to, collecting soil samples; archaeological investigations; aerial photography; surveying; any excavation work; etc. Sample types of direct costs which apply to the \$25,000 limit are: printing, copying, any equipment rental, etc. The only exception to this requirement is the case where the subconsultant is also an engineering firm who is performing the non-engineering services with their in-house forces and company owned equipment. These services will not be included as an amount contributing to the \$25,000 limit.

The prime consultant shall provide a payment bond which has a value equal to the amount of the total subcontracted non-engineering services and applicable direct costs. If there is a question as to whether an item of work should be considered as non-engineering or if it is an applicable direct cost, it should be included in the amount covered by the payment bond. All decisions regarding the choice to not include subcontracted services in the payment bond amount should be fully documented and retained in the project file until the contract has been closed and audited for final payments.

1-03.4 (2) CONSULTANT EVALUATIONS. The Transportation Project Manager (evaluator) will be responsible for completing the consultant evaluation for each project assigned to them regardless of complexity, including on-call consultants.

The blank evaluation form will be provided to the consultant while negotiating the Scope of Services. The Project Manager will discuss expectations for the work to be performed and explain the evaluation process to the consultant.

The Project Manager will update the general questionnaire items each time an evaluation is done. This will replace the previous general evaluations. They will also rate any milestones that have been completed since the last evaluation.

Evaluations will be done annually. The database administrator, located in the Design Division, will be verifying that each consultant contract has received an evaluation each calendar year from the time the contract

is executed until the contract is completed. It is recommended that an evaluation be done within one month of the completion of each major milestone (conceptual, preliminary, R/W, or final). If the consultant has not completed a milestone within a calendar year, they will be given an interim evaluation based on the milestone they are working towards that year. Generally, interim evaluations will be done late in the calendar year unless there are performance issues that need to be immediately addressed or the evaluator is changing.

The evaluations shall be entered on the design consultant database in draft form until the final evaluation is completed. Hard copies of each annual or milestone evaluation should be retained in the project files, as only the latest evaluation will be stored on the database. Only the evaluator and database administrator will have edit access to an evaluation. The evaluator should make notes on performance as the project progresses, so that there will be adequate documentation to answer each item objectively. Evaluators may wish to keep their notes directly on the form's comment section for simple projects.

Documentation for many items can be done as regular planner entries, through correspondence, or saved e-mail. When completing the form, the evaluator should note the date of each event that had a bearing on the rating and where further details are located. Alternatively, the evaluator could maintain a log of all performance related incidents and file copies of correspondence, notes, and plan reviews with the log. Whatever the method selected, there should be sufficient detail of the reasoning behind each numeric score that the evaluator can explain their rating to their supervisor or the consultant.

Evaluation drafts shall be sent to the consultant for comments. Unless directed otherwise by the project consultant contact or a principal of the company, the evaluation should be sent to the consultant contact as listed in the Engineering Services Agreement. A face-to-face meeting to discuss the evaluation shall occur annually. A memo to the file or a follow-up letter to the consultant should document the meeting. If the consultant has issues with the evaluation they should be resolved with the Project Manager during this meeting if possible. If disagreements cannot be resolved, the consultant may appeal the evaluation by sending a letter to the District Engineer. The letter should describe the specific items on which they disagree and why. A valid complaint should document a discrepancy of two points or more for each item contested. If the evaluator's documentation is insufficient or the consultant brings new information to light, the District Engineer may direct the evaluator to revise the rating. If the disagreement persists, the consultant may submit a rebuttal in MoDOT's current word processing format to be electronically attached to the consultant evaluation or appealed to the Director of Project Development in a manner similar to the District Engineer appeal. The Director of Project Development will review the issues related to the disagreement and will make the final ruling.

The items discussed in this section also apply to all consultant services retained by any functional unit or district in MoDOT regardless of the type of services.

1-03.5 EMERGENCY CONTRACTS. From time to time, situations may arise in which regular contract procedures cannot be followed. These situations generally are limited to emergency situations in which the need to provide repairs to a damaged highway in order to prevent injuries to drivers or to protect the integrity of the structure of the highway itself overrides the need to meticulously comply with internal procurement procedures. Emergencies can include, but are not limited to, floods or collisions between a vehicle and a portion of the roadway. In such circumstances, it is important for the unit or district requesting the contract to comply with any applicable internal MoDOT or FHWA procedures for procuring emergency contracts. When an emergency arises, the unit or district should document the file so as to sufficiently establish that a bona fide emergency exists.

Emergency contracts must be reviewed and approved by the Chief Counsel's Office in an approved format. The Chief Counsel's Office will give emergency contracts a priority in order to meet any applicable deadlines for the needed goods or services. The Chief Counsel's Office has prepared emergency contracts for bridge and roadway repair as follows:

- P:\CONTRACT\DE\DE40.DOC - Contract and Bond For Federally Funded
- P:\CONTRACT\DE\DE41.DOC - Contract and Bond for State Funded
- P:\CONTRACT\DE\DE42.DOC - Proposal for Emergency Roadway Repairs

These are updated periodically and are ready to be used in the event an emergency should arise.

1-03.6 DISTRIBUTION OF PRELIMINARY PLANS AND DRAWINGS. Considerable discretion is exercised in the issuance of preliminary plans to outside interests prior to acquisition of right of way in order to prevent personal advantage by speculators. Preliminary plans are often misinterpreted, which can cause trouble later on when negotiating for right of way from design plans that have changed during the interim. The following are used as a guide in issuing or distributing preliminary plans: (1) Preliminary plans may be issued to official planning commissions, to local political subdivisions whose planning may be affected by the highway location, to officials of the FHWA, and to other official bodies having a need for such advance information, provided they clearly understand the plans are preliminary, the information is being furnished solely for the purpose of coordinated planning, and that they will treat such information as strictly confidential. (2) Preliminary plans may, when necessary, be furnished to property owners whose property is or will be involved in right of way acquisition, with the understanding that actual negotiations are based on approved design plans. Property owners should be furnished only those portions of the plans which affect their individual properties. (3) Plans may be furnished to utility companies and railroads, where their facilities may be affected by the highway construction. Persons other than those covered in the above criteria are welcome to view the plans in the various stages of preparation, but they are not to be furnished with prints of any of the plans until the right of way is cleared or under condemnation. At that stage we consider the plans rather final and subject only to minor change. All prints of plans issued prior to advertisement for bid opening, or prior to acquisition of right of way, are stamped, "UNAPPROVED PRELIMINARY PLANS, SUBJECT TO CHANGE - NOT TO BE REPRODUCED OR REISSUED TO OTHERS," except those issued to utility companies and to property owners for use in right of way acquisition.

1-03.7 PROJECT AGREEMENTS. The purpose of a project agreement is to provide a contract document between the Missouri Highways and Transportation Commission and other public agencies. The sequence for developing agreements includes the following steps:

1. Determine if an agreement is necessary (see below) and the correct type of agreement to use.
2. The district submits a draft agreement prepared using approved standard form agreements, along with needed information and exhibits to the Design Division.
3. The draft is circulated to other business units, as necessary, for comments. If the boilerplate language of the approved standard form agreement has been modified, the draft should also be sent to the Chief Counsel for comments and tentative approval as to form.
4. Comments concerning the draft agreement are sent to the district.
5. The district makes recommended changes and the perfected agreement is given to the public agency for their execution.
6. All copies of the agency-executed agreement are submitted to the Design Division or Chief Counsel as directed by the Design Division. Municipalities should provide two copies of a city ordinance or enabling legislation authorizing signatories to the agreement. Townships should provide two copies of meeting minutes designating the authorized signatories. County Commissioners are authorized by law to sign the agreements. Ordinances, minutes of meetings, and like documents shall be properly certified as true copies by the clerk or other person having the seal or who is authorized to certify municipal, township or county commission documents.
7. If the agreement requires Commission action (according to the Commission's "Execution of Documents" policy), it is forwarded to the Design Division for placement on the Commission agenda.
8. Following Commission authorization for execution, the agreement is sent to the Chief Counsel for approval as to form and then to the Commission Secretary for execution.
9. Fully executed agreements are returned to the district for distribution to the public agency.

An agreement is necessary when any of the following areas of responsibility are shared between the Commission and the other public agencies:

- Cost participation (design, construction, right-of-way, maintenance, etc.)
- Detour or other traffic control onto a city/county road
- Roadway, right-of-way, or easement relinquishment
- Local road closing, relocation, or parking restriction
- Increase in the discharge of stormwater to local culverts
- Maintenance responsibilities such as mowing or landscaping

Once an agreement is found to be necessary, the proper type must be selected. A municipal agreement (see [Figure 1-03.5](#)) is executed between the Commission, and any incorporated city, town, or village when any portion of a highway project is inside the corporate limits. Likewise, a county agreement (see [Figure 1-03.6](#)) is executed between the Commission and the county when a portion of a highway project is outside the municipal limits or totally within the county(s) limits. If a township has road maintenance responsibilities delegated by the county, a township agreement is executed in addition to the county agreement. A township agreement may be produced by substituting "township" for "county" in the county agreement.

Consult the Design Division if you are uncertain whether an agreement is necessary. The purpose of such an agreement is to define the proposed improvement and set out the considerations and responsibilities between the Commission and the respective incorporated municipality, county, or township. The essential parts of such an agreement involve the responsibility for right of way, limitation of access, adjustment of utilities (utility agreements are described in [Subsection 7-02](#)), maintenance after construction, disposition of involved city streets, joint approval of all traffic ordinances, storm drainage, traffic control signs and signals, grade changes, and other items. Cost sharing arrangements, including use of city Surface Transportation Program Urban Funds (STP), should be included in the agreement. It is important that this agreement be executed at the earliest possible moment. The district submits an agreement to the Design Division for review and approval. The agreement includes a location sketch which is designated as "Exhibit A." The sketch may cover an entire small town. However, in larger cities, the sketch should include only the part of the city where the improvement is located and enough of the adjacent area for readily ascertaining the location of the improvement. If the proposed improvement passes through the city limits or boundary, such limits are described and stationed so that subsequent annexation by the city will not affect the original agreement. If annexation is in process, the district includes a recommendation to the Design Division regarding this. The sketch should show names of streets and cross streets affected, the location of beginning and ending stations and all other stations listed in the description or mentioned anywhere in the agreement. Make sure the north point is shown. The sketch should be clear and legible and capable of clearly legible reproduction suitable as an exhibit to the agreement. The sketch should be labeled in a space which will not obscure essential data. The label will be as follows: (substitute "Town", "Village", "County", or "Township" as appropriate)

EXHIBIT
Contract Between
MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION
-and-
CITY OF _____, MISSOURI
Job No., _____ County

In order to facilitate the preparation of the agreement the information indicated in the municipal agreement form (Form DE-11) or county agreement form (Form DE-10) is followed. The letter of transmittal explains any deviation from the standard paragraphs. The Chief Counsel's Office maintains the DE-11 and DE-10 forms. These forms are currently available at P:\CONTRACT\DE\DE11.DOC and P:\CONTRACT\DE\DE10.DOC. If unable to find these forms, contact the General Headquarters Chief Counsel for details.