

CONSTRUCTION PROCEDURES HANDBOOK

SECTION VI	SUBSECTION M	DATE
CONSTRUCTION OPERATIONS	CONTRACTOR'S PERFORMANCE EVALUATION, FORM DC-83	02/06/2013

PROCEDURE APPLIES TO CONTRACTS BID AFTER JUNE 30, 2011

1. Rating Categories and Guidelines:

Rating Category I evaluates the performance of project specific work subcategories. Prior to the receipt of bids, the Bureau of Construction Management will prepare the list of categories for the project from the list of work type classifications (Attachment C), and assign the respective weight percentage for each category of work. The list of work type classifications is intended to be a guide, and the Bureau of Construction Management may use its discretion in establishing categories for unusual projects. Work will not be listed as a separate category if the value is estimated at less than 5% of the estimated Contract value. The value of categories should be combined in to the overall category if the value is estimated as less than 5%. (e.g. if the value of the category, RETAINING WALLS, is less than 5%, include the value of this work in the category, STRUCTURES).

The Bureau of Construction Management will forward the category breakdown information to the Regional Construction Engineer for Region's review and post it at the following sharepoint link:

<http://njdotsharepointcappmcsn.njdot.lan/coneng/Rateable%20Categories/Forms/AllItems.aspx>

The Regional Construction Engineer will review the information, and if the Regional Construction Engineer believes the list of categories or weight percentages are not reflective of the character of the project, the Regional Construction Engineer will discuss the matter with the Manager of the Bureau of Construction Management. The Manager of the Bureau of Construction Management will decide if the category breakdown requires revision.

At the Preconstruction Meeting, the RE will review the Performance Evaluation categories and their weight percentages with the Contractor.

The RE will maintain a file to document the contractor's performance. Documentation can as simple as a dated note detailing a performance issue, and can include copies of Daily Work Reports, field diary entries, letters to the Contractors, reviews conducted by other units. Both positive and negative performance events should be documented.

2. Intermediate Ratings:

For an active project, the RE will complete an Intermediate Rating using [Form DC-83](#) (Attachment A) by utilizing the associated calculation sheet and Form DC-83. Both are forwarded to the Field Manager within 10 days of the end of a rating period. The rating periods are annual and extend from March 1 to February 28(29). The RE will use the Rating Guidelines (Attachment B) in evaluating the Contractor's performance and completing the calculation sheet and DC-83.

The DC-83 automatically calculates the Rating Values based on the input provided on the calculation sheet. The RE should note that the Rating Value for a category is automatically adjusted if a Category Rating has a value less than 2.5. If the Category Rating is less than 2.5 but not less than 2.0, the Rating Value is adjusted to 0.0, and if the Category Rating is less than 2.0, the Rating Value is adjusted to -2.0. Thus a poor rating in any category can have a significant effect on a Contractor's overall rating.

If there is no activity (or activity having a value of less than \$50,000) during the rating period, the Field Manager may waive the requirement to submit an Intermediate Rating. The requirement to submit an Intermediate Rating should only be waived if the lack of activity does not reflect a lack of progress by the Contractor.

If the project is scheduled to have a final rating by April 30, the Field Manager may waive the requirement to submit an Intermediate Rating.

The evaluation of the Contractor's performance includes work performed by the subcontractor.

The Field Manager should review the Intermediate Rating for both compliance with this procedure and for consistency in the application of the rating guidelines. The Field Manager should also ensure that ratings are supported by documentation. If the Intermediate Rating is properly completed, the Field Manager will sign the DC-83, and return it to the RE.

After the Intermediate Rating has been reviewed by the Field Manager, the RE will meet with the Contractor to review the rating. Prior to the meeting, the RE will send a copy of the rating to the Contractor via e-mail. An evaluation is not subject to negotiation. Unless a factual or computational error exists, the rating should not be changed. Evaluations are not claimable, and the Department does **not** have a specific dispute resolution process for evaluations. The Regional Construction Engineer may use managerial discretion to revise a rating to ensure that evaluations are performed in a consistent manner.

If the RE revises the Contractor's rating, the RE will resubmit it to the Field Manager for signature.

After reviewing the rating with the Contractor, the RE will scan the Intermediate Rating, signed by the Field Manager, and e-mail a PDF file copy to the Regional Construction Engineer within 25 days of the end of a rating period.

3. Final Ratings:

When performing a Final Rating, the RE will evaluate the Contractor's work performed since the last Intermediate Rating. If there were no Intermediate Ratings, the Final Rating is based on the all of the work performed. A Final Rating must be performed regardless of the value of work performed during the rating period.

The RE will complete a Final Rating using Form DC-83 and forward it to the Field Manager within 10 days of initiating the DC-20. The RE will use the Rating Guidelines (Attachment B) in evaluating the Contractor's performance and completing the DC-83.

The Field Manager will review the Final Rating. The Field Manager should review the Final Rating for both compliance with this procedure and for consistency in the application of the rating guidelines. The Field Manager should also ensure that ratings are supported by documentation.

If the Final Rating is properly completed, the Field Manager will sign the DC-83, and return it to the RE.

After the Final Rating has been reviewed by the Field Manager, the RE will meet with the Contractor to review the rating. Prior to the meeting, the RE will send a copy of the rating to the Contractor via e-mail. An evaluation is not subject to negotiation. Unless a factual or computational error exists, the rating should not be changed. Evaluations are not claimable, and the Department does **not** have a specific dispute resolution process for evaluations. The Regional Construction Engineer may use managerial discretion to revise a rating to ensure that evaluations are performed in a consistent manner.

If the RE revises the Contractor's rating, the RE will resubmit it to the Field Manager for signature.

After reviewing the rating with the Contractor, the RE will scan the Final Rating, signed by the Field Manager, and e-mail a PDF file copy to the Regional Construction Engineer within 25 days of the end of a rating period.

The Regional Construction Engineer will post the Final Rating on the spreadsheet provided on the SharePoint Server within 15 days of receipt of the DC-83.

4. Final Ratings – Defaulted Contractors:

If a Contractor has been declared in default, and the Surety is required to complete the project, the RE will perform a Final Rating based on the work performed up to the default.

Follow the requirements for Final Ratings listed in #3 above. In addition, the Regional Construction Engineer will inform the Director, Bureau of Procurement, that the Contractor was placed in default and request the Prequalification Committee to review the Contractor's project rating.

5. Posting Ratings for Construction Services:

The Regional Construction Engineer will discuss any significantly low or high ratings with the Field Manager to ensure that evaluations are being conducted in a consistent manner. If the Regional Construction Engineer accepts the DC-83, the Regional Construction Engineer will respond to the RE's e-mail and direct that the RE provide a copy to the Contractor. If the Regional Construction Engineer does not accept the DC-83, it will be returned to the Field Manager with direction as to how to proceed.

If the project is under litigation or subject to a claim for which the outcome of the issue will significantly affect the Contractor's rating, or if the rating may become an issue involved in the claim or the litigation, the Regional Construction Engineer will discuss the matter with the DAG to assess if a final rating should await the determination of the claims administrative process. The Contractor's rating should not be affected by the filing of a claim.

The Regional Construction Engineer will post a list of the all ratings on the SharePoint Server within 25 days of the end of the rating period. The entry will include the DP file number, the Contractor(s), the rating, and an indication as to if the rating is an intermediate or a final rating. The SharePoint Server can be located at:

<http://njdotsharepointcappmcsn/coneng/DC83%20Forms/Forms/AllItems.aspx>

A spreadsheet will be provided on the SharePoint (Attachment D)

After receiving direction from the Regional Construction Engineer (or the RCE's designee), the RE will forward a copy of the form to the Contractor.

If an evaluation must be revised, the Regional Construction Engineer will post the revised PDF copy and inform Construction Services Procurement Division of the change.

ATTACHMENT "A"

Rating Calculation Sheet

I. Quality/Contract Compliance [50%]

	standard percentage	percent of category done this period	adjusted percentage	Rating	Weighted Rating
a			#DIV/0!		#DIV/0!
b			#DIV/0!		#DIV/0!
c			#DIV/0!		#DIV/0!
d			#DIV/0!		#DIV/0!
e			#DIV/0!		#DIV/0!
f			#DIV/0!		#DIV/0!
g			#DIV/0!		#DIV/0!
h			#DIV/0!		#DIV/0!
i			#DIV/0!		#DIV/0!
j			#DIV/0!		#DIV/0!
all other work	100%		#DIV/0!		#DIV/0!

Total Category Rating #DIV/0!

II. Safety/Traffic Control [15%]

A. Traffic Interference/Lane Occupancy	25%		25%		0.00
B. Maintenance	25%		25%		0.00
C. Safety	25%		25%		0.00
D. Traffic Control	25%		25%		0.00

Total Category Rating 2.00

III. Environmental Compliance [10%]

100%		100%		0.00
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Total Category Rating NA

IV. Progress Schedule [10%]

A. Schedule and schedule updates	25%		25%		0.00
B. Project Progress	75%		75%		0.00

Total Category Rating 3.00

V. Administration [10%]

A. EEO/ Training/ Wage Rate Requirements	50%		50%		0.00
B. Materials Documentation	50%		50%		0.00

Total Category Rating NA

VI. Contractor Supervision [5%]

100%				0.00
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Total Category Rating NA

	RATING		STANDARD FACTOR	ADJUSTED FACTOR	RATING VALUE	FACTORED RATING
Quality/Contract Compliance	#DIV/0!		10.0	#DIV/0!	#DIV/0!	#DIV/0!
Safety/Traffic Control	2.00		3.0	#DIV/0!	0.00	#DIV/0!
Environmental Compliance	NA		2.0	0.0	NA	NA
Progress Schedule	3.00		2.0	#DIV/0!	3.00	#DIV/0!
Administration	NA		2.0	0.0	NA	NA
Contractor Supervision	NA		1.0	0.0	NA	NA

#DIV/0!

DC-83 (11/2011)

Date:

New Jersey Department of Transportation
Contractor Performance Evaluation

PROJECT

DP File
Number

Project Name

CONTRACTOR

ID Number

Contractor (If Joint Venture, list each one)

RATING PERIOD

Year

Check One

☐ INTERMEDIATE

☐ FINAL

Report No.

RATINGS:

	Category	Factor		Rating Value		Factored Rating
I.	Quality/Contract Compliance	#DIV/0!	x	#DIV/0!	=	#DIV/0!
II.	Safety/Traffic Control	#DIV/0!	x	0.00	=	#DIV/0!
III.	Environmental Compliance	0.00	x	NA	=	NA
IV.	Progress Schedule	#DIV/0!	x	3.00	=	#DIV/0!
V.	Administration	0.00	x	NA	=	NA
VI.	Contractor Supervision	0.00	x	NA	=	NA
Contractor Rating (Sum of I-VI)						#DIV/0!

Evaluate the Contractor's performance for:

I. Quality/Contract Compliance - Category Weight 50%

Subcategory (Major work elements)	Percentage	Rating	Weighted Rating
a	#DIV/0!	0.00	#DIV/0!
b	#DIV/0!	0.00	#DIV/0!
c	#DIV/0!	0.00	#DIV/0!
d	#DIV/0!	0.00	#DIV/0!
e	#DIV/0!	0.00	#DIV/0!
f	#DIV/0!	0.00	#DIV/0!
g	#DIV/0!	0.00	#DIV/0!
h	#DIV/0!	0.00	#DIV/0!
i	#DIV/0!	0.00	#DIV/0!
j	#DIV/0!	0.00	#DIV/0!
All other work not listed above	#DIV/0!	0.00	#DIV/0!

Total category rating = #DIV/0!

DC-83 (11/2011)

II. Safety/Traffic Control - Category Weight 15 %			
	Percentage	Rating	Category Rating
A. Traffic Interference/Lane Occupancy	<u>25%</u>	<u>0.00</u>	<u>0.00</u>
B. Maintenance	<u>25%</u>	<u>0.00</u>	<u>0.00</u>
C. Safety	<u>25%</u>	<u>0.00</u>	<u>0.00</u>
D. Traffic Control	<u>25%</u>	<u>0.00</u>	<u>0.00</u>
Total category rating = 2.00			

III. Environmental Compliance - Category Weight 10%			
	Percentage	Rating	Category Rating
A. Environmental Permits/SESC/ Water Quality Control	<u>100%</u>	<u>0.00</u>	<u>0.00</u>
Total category rating = NA			

IV. Progress Schedule - Category Weight 10%			
	Percentage	Rating	Category Rating
A. Schedule and schedule updates	<u>25%</u>	<u>0.00</u>	<u>0.00</u>
B. Project Progress	<u>75%</u>	<u>0.00</u>	<u>0.00</u>
Total category rating = 3.00			

V. Administration – Category Weight 10%			
	Percentage	Rating	Category Rating
A. EEO/ Training/ Wage Rate Requirements	<u>50%</u>	<u>0.00</u>	<u>0.00</u>
B. Materials Documentation	<u>50%</u>	<u>0.00</u>	<u>0.00</u>
Total category rating = NA			

VI. Contractor Supervision – Category Weight 5%			
	Percentage	Rating	Category Rating
A. Supervision	<u>100%</u>	<u>0.00</u>	<u>0.00</u>
Total category rating = NA			

SIGNATURES

RE:			
	Signature	Name (Print)	Date
Field			
Manager	Signature	Name (Print)	Date

REMARKS (attach additional sheets as necessary)

ATTACHMENT “B”

CATEGORY I. – QUALITY/CONTRACT COMPLIANCE **[Project Specific Rating Work Items]**

The Contractor produced high quality work, and demonstrated rigorous quality control. Work consistently met or exceeded the contract compliance standards ¹ without ³ requiring direction by construction inspection staff.	5
The Contractor produced acceptable work. Work required only minimal direction by construction inspection staff to correct minor deficiencies. Directions were followed, and rarely required repeated direction for the same type of deficiency.	4
The Contractor produced acceptable work with some marginally acceptable work. Work required occasional (multiple occasions) direction by construction inspection staff to correct deficiencies. AND on not more than one occasion, written direction was required to direct the Contractor to correct deficiencies ; OR for minor elements of work, on few occasions required removal of work for not meeting compliance standards.	3
The Contractor consistently produced marginally acceptable work. Work required direction by construction inspection staff to correct deficiencies on numerous occasions. Deficiencies were indicative of poor workmanship and a lack of quality control. OR Elements of work often resulted in significant ² negative pay adjustments; OR on multiple occasions elements of work required removal for not meeting compliance standards; OR the Contractor on multiple occasions required written direction to correct deficiencies.	2
The Contractor consistently produced work that failed to meet the contract compliance standards. On numerous occasions or for major portions of work, removal and replacement was required; OR resulted in work that did not meet compliance standards and remained in place.	1

1. Work that result in minor negative pay adjustments is still considered as meeting compliance standards.
2. The frequency and magnitude of negative pay adjustments should be considered. Positive pay adjustments do not balance negative pay adjustments for the purpose of this evaluation.
3. “without” should not be considered as zero direction, but rather so minimal based on the size and complexity of the work, as to be insignificant.

CATEGORY II. - SAFETY/TRAFFIC CONTROL

II. A. Traffic Interference/Lance Occupancy:

<p>The Contractor consistently provided weekly and daily notice¹ of lane/shoulder closings with no instances of the Contractor performing a lane/shoulder closing without providing notice in accordance with the Contract¹. AND The Contractor had no documented violations of the Contract's hours for lane closure restrictions.</p>	5
<p>The Contractor consistently provided weekly and daily notice¹ of lane/shoulder closings with no instances of the Contractor performing a lane/shoulder closing without providing notice in accordance with the Contract¹. AND The Contractor was cited for no more than one violation of the Contract's hours for lane closures, and the violation was for a period of less than 15 minutes².</p>	4
<p>The Contractor regularly provided weekly and daily notice¹ of lane/shoulder closings with no more than one instances of failing to provide notice. Any instance where notice was not provided was for a minor impact (i.e. for a daily lane closure that did not cause significant traffic impact). AND The Contractor was cited for no more than two violations of the Contract's hours for lane closures, and violations were for periods of less than 15 minutes².</p>	3
<p>The Contractor regularly provided weekly and daily notice¹ of lane/shoulder closings with no more than three instances³ of failing to provide notice. Any instance where notice was not provided was for a minor impact (i.e. for a daily lane closure that did not cause significant traffic impact). OR The Contractor was cited for three violations⁴ of the Contract's hours for lane closures. Violations did not exhibit a willful disregard for lane closure restrictions. No more than one violation exceeded 30 minutes².</p>	2
<p>On multiple occasions the Contractor failed to provide advance, weekly and daily notice¹ of lane/shoulder closings, OR on one occasion, the failure was for a major impact (i.e. stage change/detour). OR The Contractor repeatedly neglected to adhere to lane closure restrictions. On one occasion the Contractor exhibited willful disregard for the Contract's hours for lane closures; OR on multiple occasions the Contractor had violations that exceeded 30 minutes².</p>	1

1. If prior approval was granted for reduced notice, OR if the closure was for an emergency, the circumstance is not considered a deficiency.
2. If a violation is the result of circumstances beyond usual control or planning (e.g. plant breakdowns) the duration is not be considered a factor.
3. If the Contractor previously received a rating of 3.0 or less for the same project and is cited for additional failure to provide notice the rating will not exceed 2.5 for the rating period
4. If the Contractor previously received a rating of 3.0 or less for the same project and is cited for additional violations of the hours for lane closures, the rating will not exceed 2.5 for the rating period

II. B. Maintenance of the Project

The Contractor consistently and diligently performed maintenance as per Section 108.09 without ¹ requiring direction by construction staff. The Contractor alerted the RE of the need for non-routine ² maintenance.	5
The Contractor routinely performed maintenance as per Section 108.09 and required occasional direction by construction staff but did not require repeated direction for the same type of deficiency. Required maintenance was performed promptly.	4
Usually, the Contractor performed maintenance as per Section 108.09 only after being directed by construction staff but did not require repeated direction for the same type of deficiency. Required maintenance was performed promptly.	3
The Contractor performed maintenance as per Section 108.09 only after being directed by construction staff, and on a few occasions required written direction to perform routine ² maintenance; OR required numerous repeated directions for the same type of instruction.	2
The Contractor routinely neglected maintenance as per Section 108.09, AND on multiple occasions required written direction to perform routine ² maintenance	1

1. "Without" should not be considered as zero direction, but rather so minimal based on the size and complexity of the work, as to be insignificant.
2. Routine maintenance consists of work required by Section 108.09; maintenance highway lighting and traffic signals; and repair of damage caused by contractor activity. HMA pavement repair is a directed activity and is not considered as routine maintenance.

II. C. Safety:

The Contractor consistently met the requirements for Night Operations without ¹ requiring direction by construction staff; AND consistently adhered to the project's Safety Program without ¹ being cited for safety deficiencies ² .	5
The Contractor required occasional direction by construction staff to correct minor ⁴ deficiencies for Night Operations requirements; AND routinely adhered to the project's Safety Program without ¹ being cited for safety deficiencies ² .	4
The Contractor required direction by construction staff to correct minor ⁴ deficiencies for Night Operations requirements on multiple occasions; AND routinely adhered to the project's Safety Program without ¹ being cited for safety deficiencies ² .	3
The Contractor required direction by construction staff to correct deficiencies for Night Operations requirements on multiple occasions; OR was cited for violations to the project's Safety Program ² .	2
The Contractor was cited for frequent and repeated deficiencies for Night Operations; OR was cited for multiple and/or repeated violations of the project's Safety Program ² OR was cited by OSHA for safety violations.	1

1. "Without" should not be considered as zero direction, but rather so minimal based on the size and complexity of the work, as to be insignificant.
2. Safety deficiencies are those related to worker safety (e.g – OSHA) or work practices that endanger the public (e.g. swinging loads over active traffic). Traffic Control related deficiencies are rated in section D.
3. If the Contractor previously received a rating of 3.0 or less for the same project and is cited for additional multiple deficiencies, the rating will not exceed 2.5 for the rating period
4. Minor deficiencies would include such defects as a worker not wearing the proper safety vest or workers proceeding slightly ahead of the night lighting equipment. A single occasion of a work area significantly not meeting the illuminance levels is not considered minor.

II. D. Traffic Control:

The Contractor consistently and diligently provided traffic control that conformed to the Traffic Control Plan and met or exceeded the contract compliance standards without ³ requiring direction from construction inspection staff AND the Traffic Control Coordinator consistently and diligently maintained traffic control devices without ² direction from construction inspection staff.	5
The Contractor required occasional direction for installation/set up of traffic control by construction inspection staff to correct minor ³ deficiencies. Deficiencies were quickly corrected. The Contractor rarely required repeated direction for the same type of deficiency AND the Traffic Control Coordinator regularly maintained traffic control devices, and required few directions from construction inspection staff and such direction was to correct minor ⁴ deficiencies.	4
The Contractor required direction for installation/set up of traffic control by construction inspection staff to correct deficiencies on multiple occasions. Deficiencies were promptly corrected. OR on multiple occasions required direction from construction inspection staff to correct maintenance deficiencies for traffic control.	3
The Contractor required direction for installation/set up of traffic control by construction inspection staff to correct deficiencies on multiple occasions, and on at least one occasion, the Contractor required written direction to correct deficiencies. OR on many occasions required repeated direction from construction inspection staff to correct maintenance deficiencies for traffic control, OR on at least one occasion required written direction to correct deficiencies.	2
The Contractor frequently required direction for installation/set up of traffic control by construction inspection staff to correct deficiencies, and on a multiple occasions the Contractor failed to promptly follow direction to correct deviation and required written direction to correct deficiencies OR the Traffic Control Coordinator frequently failed to maintain traffic control devices, required frequent and repeated direction from construction inspection staff to correct deficiencies OR on multiple occasions required written direction to correct deficiencies	1

1. If the project did not require Safety/Traffic Control, answer NA for this subcategory.
2. "Without" should not be considered as zero direction, but rather so minimal based on the size and complexity of the work, as to be insignificant.
3. Examples of minor deficiencies for installation include: poor spacing of drums/ barricades; occasional ballast (sand bag) in poor condition; lights on an arrow board set to the wrong intensity; occasional breakaway support installed to improper elevation.
Examples of minor deficiencies for maintenance include: occasional drum/ barricade knocked down; slight sight obstruction by vegetation; occasional missing light on arrow board
4. If the Contractor previously received a rating of 2.0 or less for the same project and its performance would otherwise be rated as a 2.0 the rating will not exceed 1.0 for the rating period.

CATEGORY III. – ENVIRONMENTAL COMPLIANCE

III. A. Environmental Permits/Soil Erosion and Sediment Control/Water Quality Control:

The Contractor consistently demonstrated rigorous quality control to ensure compliance with environmental requirements. Work consistently met or exceeded the contract compliance standards ² without ¹ requiring direction by construction inspection staff.	5
The Contractor required occasional direction staff to correct minor ¹ deficiencies. Deficiencies were quickly corrected. The Contractor rarely required repeated direction for the same type of deficiency.	4
The Contractor required direction to correct deficiencies on multiple occasions. Deficiencies were promptly corrected.	3
The Contractor required direction by construction inspection staff to correct deficiencies on numerous occasions. Deficiencies were indicative of a lack of quality control. OR on one occasion the Contractor received written notice of violating environmental requirements OR on one occasion required written direction to correct deficiencies.	2
The Contractor consistently failed to comply with environmental requirements of the Contact. OR on multiple occasions, the Contractor received written notice of violating environmental requirements, OR on multiple occasions required written direction to correct deficiencies, OR due to the Contractors actions the Department was fined for an environmental violation	1

1. If the project did not have environmental requirements, answer NA for this subcategory.
2. Examples of minor deficiencies include: occasional silt fence that requires maintenance; occasional improper concrete washout for small quantities; minor repairs of gullies; restoration of caution fence

CATEGORY IV. – PROGRESS SCHEDULE

IV. A. Schedule and Schedule Updates¹

<p>The Contractor submitted an acceptable preliminary and baseline schedule that required very few minor changes based on the Department's analysis². An acceptable preliminary and baseline schedules were submitted in a timely manner; AND progress could be monitored (the Contractor's work reasonably followed the approved schedule³), and the Contractor provided acceptable updates to the schedule in a timely manner</p>	5
<p>The Contractor submitted an acceptable preliminary and baseline schedule that required minor changes based on the Department's analysis². The need for resubmissions was minimal and did not require extensive re-analysis. An acceptable preliminary and baseline schedules were submitted in a timely manner; AND progress could be monitored (the Contractor's work reasonably followed the approved schedule³), and the Contractor provided acceptable updates to the schedule in a timely manner</p>	4
<p>The Contractor submitted an acceptable preliminary and baseline schedule that required a number of changes based on the Department's analysis², OR required more than one resubmission and the resubmission required extensive re-analysis OR an acceptable preliminary and baseline schedules were submitted not more than 30 days late; AND progress could be monitored (the Contractor's work reasonably followed the approved schedule³), and the Contractor provided acceptable updates with no more than one update submitted late.</p>	3
<p>The Contractor submitted an acceptable preliminary and baseline schedule that required a number of changes based on the Department's analysis, OR required more than three resubmissions and resubmissions required extensive re-analysis² OR an acceptable preliminary and baseline schedules were submitted more than 30 days late; OR progress could not be readily monitored (the Contractor consistently worked out of sequence³), OR the Contractor provided acceptable updates with more than one update submitted late resulting in assessment of liquidated damages for failure to submit updates.</p>	2
<p>The Contractor failed to submitted an acceptable preliminary and baseline schedule OR an acceptable preliminary and baseline schedules were submitted more than 60 days late; OR more than 10% of schedule updates were submitted late resulting in assessment of liquidated damages for failure to submit updates.</p>	1

1. If the project did not require a CPM progress schedule, answer NA for this subcategory
2. The overall complexity of the schedule should be considered. Simple corrections, not requiring significant changes in sequencing of activities, should not be considered as requiring "extensive re-analysis"
3. If the Contractor had to adapt his work schedule to deal with field conditions, such changes will not be considered as a deficiency.

IV. B. Project Progress¹

The overall schedule for the project is ahead of schedule (for substantial and final completion dates) by more than 10% of Contract Time; AND is on schedule for any interim completion requirements within 5% of Contract Time. AND the project is ahead of schedule for interim completion requirements that have an Incentive/Disincentive so as to receive 50% or more of the scheduled incentive.	5
The overall schedule for the project is ahead of schedule (for substantial and final completion dates) by 2% - 10% of Contract Time; AND is on schedule for any interim completion requirements (within 5%). AND the project is ahead of schedule for interim completion requirements that have an Incentive/Disincentive so as to receive 10% or more of the scheduled incentive.	4
The overall schedule for the project on schedule (for substantial and final completion dates) within 2% of Contract Time; AND the project is on schedule to for any interim completion requirements (within 5%).	3
The overall schedule for the project is behind schedule (for substantial and final completion dates) by 2% - 10% of Contract Time; OR the project is behind schedule for interim completion requirements that have an Incentive/Disincentive so as to be assessed 10% or more of the scheduled disincentive.	2
The overall schedule for the project is behind schedule (for substantial and final completion dates) by more than 10% of Contract Time; OR is behind schedule for interim completion requirements that have an Incentive/Disincentive so as to receive 50% or more of the scheduled incentive.	1

1. If the RE believes an adjustment of time is due, but a Change Order has not executed, the RE will discuss the issue with the Field Manager. With the Field Manager's concurrence the rating should be based on the RE's best estimate of what the Contract Time will be. The basis should be noted in the RE's files. When a Change Order is executed, the rating can be amended as warranted.

CATEGORY V. - ADMINISTRATION

V. A. EEO/Training/ Wage Rate Requirements

The Contractor consistently met or exceeded EEO target goals or documented a good-faith effort, AND met or exceeded the contract training requirements, AND had no documented wage rate violations, AND submissions were provided in a timely manner	5
The Contractor met EEO target goals or documented a good-faith effort, met or exceeded (or is on schedule to meet) the contract training requirements, and had no documented wage rate violations, AND submissions were usually provided in a timely manner with no submissions received more than 10 days after their due date.	4
The Contractor met EEO target goals or documented a good-faith effort, met (or is on schedule to meet) the contract training requirements, and had no documented wage rate violations, AND submissions were usually provided in a timely manner with few submissions received more than 10 days after their due date, and on not more than two occasions required written direction to provide overdue submissions.	3
The Contractor failed to meet the some EEO target goals AND did not provide a sufficient good-faith effort ¹ , OR failed to meet (or is not on schedule to meet) the Contract training requirements by not more than 10% of training hours planned, OR had documented wage rate violations	2
The Contractor significantly failed to meet EEO target goals AND did not document a good-faith effort, OR significantly failed to meet the Contract training requirements met or exceeded the contract training OR had pervasive wage rate violations, OR submissions were frequently late, and required numerous written directions to submit overdue submissions.	1

V. B. Materials Documentation

The Contractor submitted Materials Questionnaires, Delivery Tickets, and Materials Certifications in a timely manner without direction by construction inspection staff. AND submissions were complete and did not require correction.	5
The Contractor regularly submitted Materials Questionnaires, Delivery Tickets, and Materials Certifications in a timely manner without direction by construction inspection staff. With no more than two submissions received late. AND submissions were complete and did not require correction.	4
The Contractor regularly submitted Materials Questionnaires, Delivery Tickets, and Materials Certifications in a timely manner with few submissions submitted late but on no occasion more than 10 days late. Submissions were complete and did not require correction.	3
Submissions for Materials Questionnaires, OR Delivery Tickets, OR Materials Certifications were submitted late on multiple occasions but on no occasion not more than 30 days late.	2
Submissions for Materials Questionnaires, OR Materials Certifications were frequently submitted more than 30 days late OR required numerous and repeated written requests for submission. OR Materials delivered without an approved materials questionnaire OR Contractor failed to provide a materials certification from supplier	1

CATEGORY VI. - CONTRACTOR COOPERATION/SUPERVISION¹

VI. A. Supervision

The Contractor's superintendent or alternate ² demonstrated a thorough technical knowledge of the work, and an understanding of the contract provisions. Supervision was consistently on site and available when work was in progress and authorized to execute direction by the RE. Supervision worked to provide high quality work. The Contractor assisted the RE in offering solutions to field problems. AND the Contractor consistently provided notice of weekly and daily work activities. ²	5
The Contractor's superintendent or alternate ² demonstrated an acceptable level of technical knowledge of the work, and an understanding of the contract provisions. AND with few exceptions, the Contractor provided notice of weekly and daily work activities. ³	4
The Contractor's superintendent or alternate ² demonstrated an acceptable level of technical knowledge of the work, and an understanding of the contract provisions. Supervision was usually available when work was in progress and authorized to execute direction by the RE. AND with few exceptions, the Contractor provided notice of weekly and daily work activities. ³	3
The Contractor's superintendent or alternate ² was not available on multiple occasions. OR on multiple occasions, the Contractor failed to provide notice of weekly and daily work activities ³ and on a few occasions worked on minor activities without informing the RE.	2
The Contractor's superintendent or alternate ² was frequently unavailable and on multiple occasions direction by the RE could not be immediately executed for work in progress. OR the Contractor regularly failed to provide notice of weekly and daily work activities ³ and on multiple occasions worked on activities without informing the RE.	1

1. The Contractor will not receive a rating of more than 3.0 in this category, if the Contractor receives a rating of less than 3.0 for any subcategory under Category I Quality/ Contract Compliance.
2. The "Contractor's supervision or alternate" should be considered as the collective supervision provided by the Contractor.
3. If the contractor requests permission to perform unplanned work and it is acceptable to the RE, failure to provide previous notice will not be considered a deficiency.

ATTACHMENT “C”

CATEGORY	SUBSECTION
<u>EARTHWORK</u>	201-203
<u>UNBOUND COURSES</u>	301-305
<u>PAVING</u>	401-405
<u>HMA MILLING/PAVING</u>	401-404
<u>CONCRETE PAVING</u>	405
<u>PAVEMENT REHABILITATION</u>	451-455
<u>STRUCTURES</u>	501-518
<u>COFFERDAMS/SHEETING/PILES</u>	501-503,511
<u>STRUCTURAL CONCRETE</u>	504
<u>PRECAST/PRESTRESSED/STRUCTURAL STEEL</u>	505-506
<u>BRIDGE DECK/APPROACHES</u>	507
<u>SIGN STRUCTURES</u>	512
<u>RETAINING WALLS</u>	513
<u>STRUCTURES REHABILITATION</u>	551-555
<u>DRAINAGE</u>	601-602
<u>BEAM GUIDE RAIL</u>	609
<u>TRAFFIC STRIPES/MARKINGS/RPMS</u>	610
<u>UTILITIES</u>	651-656
<u>ELECTRICAL</u>	701-704
<u>SIGNALS/LIGHTING</u>	701-703
<u>ITS</u>	704
<u>LANDSCAPE</u>	800
<u>ALL OTHER WORK</u>	

[illegible]