



Info as of: July 3, 2017

Performance Evaluation Guidelines - Consultants

Consultants will be evaluated utilizing the service and quality levels laid down in their contract with the City, and with the ratings and corresponding scores indicated below. The descriptions below should be used by the evaluators as general guidelines for scoring. The scoring guidelines are not designed to be inclusive of all situations; they are intended to provide evaluators with a general framework to assist in the completion of an evaluation. Evaluators must include supporting narrative which support scores of "Needs Improvement" or "Exceptional" and shall attach documentation to support the score given. Ratings are simple on a scale from 1-3, with a rating of 2.5 indicating general success. Rating of 1 indicate a need for improvement and characterize performance levels that result in detriment to the project. Conversely rating of 3 indicate exceptional performance beyond expectations and characterize performance levels that result in substantial positive contributions to the project. An average score of 2.5, therefore characterizes the level of performance associated with a reasonably prudent, diligent and skilled consultant. Ratings for each factor should be based on how often, how quickly, and to what degree the following criteria were met by the Consultant during the performance of the work under contract. **(Note: For the purpose of this evaluation, Consultant performance includes Consultant staff, Subconsultants, and anyone else for whom Consultant is responsible associated with the contract/project)**

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
Overall Evaluation / Rating Definitions	<ul style="list-style-type: none"> Performance does not meet contractual requirements and recovery did not occur in a timely or cost effective manner. Serious problems existed and corrective actions have been ineffective. Major, extensive minor, and/or recurring non-compliance issues or problems. Performance indicates very little or no effort extended to satisfy the minimum contract requirements. <p><i>(To justify a Needs Improvement rating, identify significant events in each category that the Consultant had trouble overcoming and state how it impacted the City. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. A Needs Improvement rating should be supported by referencing the management tool that notified the consultant of the contractual deficiency (e.g. management, quality, safety, or environmental deficiency reports or communications)</i></p>	<ul style="list-style-type: none"> Performance meets contractual requirements. May have had some minor problems; however, satisfactory corrective actions taken by the consultant were highly effective Problems were not repetitive. <p><i>(To justify a Successful rating, there should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that the consultant will not be evaluated with a rating lower than Successful solely for not performing beyond the requirements of the contract.)</i></p>	<ul style="list-style-type: none"> Performance exceeds contract requirements to the City's benefit. Exceptional performance may reflect some of the following achievements: <ul style="list-style-type: none"> Identified cost-savings, Innovative options or efficiencies; Demonstrated excellence in quality of work and service delivery; Added value; and/or Consistently exceeded City expectations and always provided exceptional results. <p><i>(To justify an Exceptional rating, Rater should identify significant events and state how they were of benefit to the City. A singular benefit, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.)</i></p>

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
<p>1. Schedule / Timeliness of Performance</p> <p><i>(This is a rating of the Consultant's ability to submit complete deliverables within the established project schedule, and complete the project within the contract time. Including, but not limited to:</i></p> <p><i>Quality and timeliness of initial baseline schedule submission;</i></p> <p><i>Adherence to the approved schedule, communication and submittal of schedule revisions; and</i></p> <p><i>Corrective action taken by the Consultant when schedule has slipped through fault of Consultant (including fault of Consultant's subs).</i></p>	<ul style="list-style-type: none"> • Consultant did not provide schedules as required in the contract. • Failed to make adequate progress and endangered timely and successful completion of the contract. • Usually or consistently late. • Missed deadlines that significantly affected City project development schedule. • Deadlines missed without advance notice/coordination with the City. • Work progress was delayed due to the Consultant's untimely submittals. • Failed to provide proposals and/or supporting documents for contract amendments in a timely manner. • Additional time was required as a result of the Consultant's late submittals, including but not limited to late submittal of proposals and/or backup for contract amendments. • Subconsultants were not informed of changes in scope, lack of information, or decisions by the City or other agencies that adversely affected the schedule or did not permit the work to progress in a logical manner. 	<ul style="list-style-type: none"> • Consultant provided a project schedule confirming all work will be completed within the contract time. • Adhered to the approved schedule and met established milestones and completion dates. Minor problems did not affect delivery schedule. • Phases of the project were completed on time per the contract and authorized amendments. • Communicated with City PM in a timely manner with regard to the progress of the work. • Adjusted resources in response to demands of the project delivery schedule. • Timely completed tasks, including reviews, revisions, intermediate and final deliveries. • Consultant obtained approvals and decisions from the City in a timely manner, thereby permitting the project to flow smoothly and quickly. • Consultant identified changes as they were needed, not at the end of the phase or project. • Timely submittal of both proposals and backup documents for contract amendments. • Additional work was performed within the time period established in the contract. • Applied knowledge of project management to control project schedule. • Adjusted resources in response to demands of the project delivery schedule. • If the schedule slipped through the consultant's fault or negligence, took appropriate corrective actions of their own volition. • Furnished updated project schedules on a timely basis. 	<ul style="list-style-type: none"> • Innovative, proactive, and creative approach implemented that saved the City time. • On time, and sometimes early to the City's benefit. • Proactive in addressing issues potentially affecting schedule. • Performed and successfully completed work on a Compressed / Expedited schedule.

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
2. Budget / Cost Control <i>(This section relates to the Consultant's adherence to established project budget limitations)</i>	<ul style="list-style-type: none"> • Consultant's design, excluding additional scope requested by the City, exceeded the Fixed Construction Budget. • Did not provide timely, complete and accurate Engineers Opinion of Probable Costs / interim construction estimates as required in the contract. • Inaccurate estimates. • Increased level of effort was identified but not communicated to the owner until extra budget was required. • Consultant did not identify out of scope work or when level of effort is more than expected until after the services are provided and/or when budget is expended. • Additional expenses incurred due to the consultant's untimely submittal of contract amendments. • Significant costs overruns. • Design deficiencies led to Change Orders (COs) in excess of 5% of the construction contract amount. • Not curtailing scope expansion based on project's scope statement. • Poor change control. • Scope creep. 	<ul style="list-style-type: none"> • Consultant complied with the approved/contracted Resource Allocation Plan (RAP) and the Maximum Not to Exceed Amounts by Phase/Task. • For Design PSAs, the Consultant designed the project within the Fixed Construction Budget. • Demonstrated skill in estimating, budget and tracking, and maintaining project costs. • Provided timely, complete and accurate Engineers Opinion of Probable cost / interim construction estimates per contract. • Identified when out of scope services was requested and notified the owner in a timely manner. • Provided accurate proposals for additional services in a timely manner. • Contract amendments were executed before work was performed. • Best value for the City taken into consideration in decision making. • Met overall cost/price estimates while meeting all contract requirements. • Provided effective cost control measures/ideas. 	<ul style="list-style-type: none"> • Innovative approach that saved the City money. • Significant cost reductions while meeting all contract requirements. • Consultant identified early when level of effort is more than expected, extra work, and out of scope services are requested and/or necessary. • Value engineering / creative team-based approach which allowed the generation of alternatives to solve problems and identify and eliminate unwanted costs, while improving function and quality.

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
3. Quality / Quality of Work Performed <i>(This section relates to the overall quality of the services and products provided by the Consultant. Including but not limited to, the adequacy and implementation of the Consultant's Quality Control Plan (QCP))</i> <i>Note: Registered architects and professional engineers are responsible for their professional services in their respective areas of expertise.</i>	<ul style="list-style-type: none"> • Consultant failed to perform the work in accordance with the contract. • Defective and/or incomplete work. • Major or extensive minor issues and/or recurring problems in the design, working drawings, specifications or other documents prepared by the Consultant beyond what is generally acceptable - based on the degree of skill and diligence normally practiced by other consultants performing the same or similar work. • Problems with work quality requiring recommendation or implementation of corrective action(s) by the Consultant. • Significant, recurring, or incomplete technical issues. • Lack of or deficient quality check(s). • Did not meet quality standards, including all applicable Federal, State and Local requirements. • Variances or waivers identified late and caused delays. • Consultant could not defend or justify technical decisions. • Failure to understand or address system performance requirements. • Records generally missing or incomplete and were requested several times to satisfy the request. • QCP reviews were not performed by a staff member of the Consultant not involved in day-to-day project tasks. • Lapsed accreditations, certifications, or licenses. 	<ul style="list-style-type: none"> • Consultant performed and completed the work in accordance with the contract. • Submitted and implemented a Quality Control Plan (QCP) per the contract. • Provided services with the degree of skill and diligence normally practiced by other consultants performing the same or similar work. • Project designed by the Consultant is buildable, as well as cost-effective, biddable, and maintainable. • Quality of work reflects the Consultant's management of the approved Quality Control Plan (QCP), as well as the quality of the work itself. • Consultant provided quality products to the City. Consultant applied the City's established guidelines, standards, and procedures, as well as established industry practices to produce accurate and technically correct designs, plans, reports, documents, studies, tests, devices, and/or other specified deliverables to the City. • Special Specification(s) were properly processed in a timely manner and did not cause delays. • Technical decisions and assumptions were adequately documented and supported. • There were no amendments and/or Change Orders as a result of design deficiencies. • Consultant took responsibility for ensuring the quality of work from the subconsultants and adequately coordinated the different trade's work in design. • Apparent that deliverables are quality checked prior to submission to the City to ensure quality and accuracy of the work in meeting the scope of services under the contract. • Organized, complete and correct quality records were available upon request. • Construction documents developed by the consultant sufficiently clear and complete that no addenda or only minor addenda had to be issued. 	<ul style="list-style-type: none"> • Innovative approach, options or efficiencies implemented that improved product quality to the City's benefit. • Quality substantially higher than industry standard. • Significant added value to the City. • Demonstrated excellence in quality of Work and service delivery. • Continuous improvement of processes and systems. • Always reviewing and improving performance. • Took the lead to reject bad workmanship and redo items on their own. • Uncompromised quality, deliverables and/or services. • Special Specification(s) processed early and resulted in significant added value to the City.

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
	<ul style="list-style-type: none"> • Excessive addenda is required as a result of the construction documents developed by the Consultant being unclear and/or incomplete. • Documents were not well coordinated. 	<ul style="list-style-type: none"> • Documents were well coordinated. 	
4. Invoicing and Payments <i>(This section relates to the accuracy and timeliness of applications for payment, how the Consultant managed its responsibilities regarding invoicing the City, and payment to subconsultants.)</i>	<ul style="list-style-type: none"> • Did not invoice monthly. • Late, incomplete and/or inaccurate pay applications submitted to the City. • Pay applications did not accurately reflect completed tasks and how much more remains to be completed on incomplete tasks. • Contract requirements associated with compensation and payments not followed. • Late payments to subconsultants. • Work conducted and/or invoiced prior to contract amendments. • Invoices did not properly follow contractual basis of compensation. • Inadequate backup for time & material invoices. • Invoices included non-allowable items. • Duplicate direct and overhead charges. 	<ul style="list-style-type: none"> • Monthly reports and pay applications were in accordance to the contract and submitted in a timely manner. • Pay applications were accurate and complete, inclusive of all required attachments and backup data, and submitted on a timely manner reflective of the contract requirements. • Consultant timely paid each subconsultant its appropriate share of payments in accordance to statutory requirements and the contract. • Contract amendments for additional services and/or adjustments were executed prior to conducting the work. • Supporting documentation for charges were provided and questions answered in a timely manner. 	<ul style="list-style-type: none"> • Monthly reports and invoices were of high quality and submitted early. • Consistent on-time correct invoices saved the City time in reviewing and processing. • Proactive in payment to subconsultants. • Went above and beyond the required elements. • Proactive, innovative and creative approach resulted in exceptional results.

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
5. Deliverables <i>(This section relates to the Consultant's deliverables and how they enhance the overall project performance)</i>	<ul style="list-style-type: none"> • Deliverables were substantially substandard and required excessive resubmittals. • Significant or extensive minor issues, and/or recurring problems with the Consultant's deliverables. • Incomplete. • Technical issues. • Apparent that deliverables were not checked prior to submission to the City. • Took longer than reasonable to resolve comments. • Deliverables are unusable for their intended purpose. 	<ul style="list-style-type: none"> • Materials submitted to the City were complete and accurate in all respects. • Consultant followed contractual process, method and timing for presenting and refining deliverables. • Information and/or quantities were correct. • Technical judgment was exercised. • Quality assurance measures were implemented – apparent the deliverables were checked prior to submission to the City. • Few corrections were required for deliverables. • Review comments were resolved in reasonable time. 	<ul style="list-style-type: none"> • Few if any, accuracy problems or edits required. • Innovative approach implemented that saved time, money or improved product quality. • Review comments were minimal and were easily and promptly resolved. • Excellent presentation of deliverables. • Adds to overall quality of project.

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
6. Compliance with MBE/WBE/DBE Procurement Program(s)	<p>Noncompliant with the City's MBE/WBE/DBE Procurement Program, and/or any other applicable MBE/WBE/DBE requirements due to one or more of the following:</p> <ul style="list-style-type: none"> • The Consultant did not utilize the subconsultants identified in the approved Compliance Plan, as amended and the City has determined this to be unjustified. • Did not fulfill the contracted Goals or Subgoals. • Reduced or untimely payments made to MBE/WBE/DBE, determined by the City to be unjustified. • Did not submit reports in an accurate or timely manner. • Consultant was unresponsive or late in responding to MBE/WBE/DBE program related requests by SMBR, PM or other City staff. Showed little interest in bringing performance to a satisfactory level or is generally uncooperative. <i>(Examples: Work progress was delayed due to the Consultant's untimely submittal of Request For Change (RFC) to SMBR, or Consultant's unresponsiveness to SMBR's requests for supporting documentation.)</i> • Did not secure the City's written approval prior to terminating, adding, or substituting Subconsultants. • Required notice of violation(s). • Provided false or misleading information in Good Faith Efforts documentation, post award compliance or other program operations. 	<ul style="list-style-type: none"> • As required by the City's MBE/WBE Ordinance, Consultant presented a written schedule of when the MBE/WBE subconsultants shall be utilized in the project prior to the execution of the contract. • Consultant utilized the subconsultants identified in the approved Compliance Plan, and authorized amendments at the approved participation levels. • Complied with the City's MBE/WBE/DBE Procurement Program requirements, including but not limited to the requirements associated with post-award changes. • Consultant secured SMBR Director written approval prior to making changes and/or substitutions to the Compliance Plan. • Made Good Faith Efforts to obtain MBE/WBE/DBE participation for additional scopes of work. • Provided MBE/WBE/DBE payment information with each request for payment submitted to the City. • Timely paid each MBE/WBE/DBE subconsultant its appropriate share of payments in accordance to statutory requirements and the contract. • Fulfilled the contracted Goals or Subgoals, taking into account all approved substitutions, terminations and changes to the contract's scope of work. • Completed and submitted interim and closeout reports in an accurate and timely manner. 	<ul style="list-style-type: none"> • Exceeded all contracted goals. • Provided maximum practicable opportunity for MBE/WBE/DBE to participate in contract performance. • Had exceptional success with initiatives to assist, promote, and utilize MBE/WBE/DBE. • Went above and beyond the required elements approved Compliance Plan and other MBE/WBE/DBE requirements of the contract. • Exceeded any other participation requirements incorporated in the contract, including the use of MBE/WBE/DBE in mission critical aspects of the program. <p><i>(To justify an Exceptional rating, identify significant event(s) and state how they were of benefit to MBE/WBE/DBE utilization. Also, there should have been no violations to the MBE/WBE/DBE Program.)</i></p>

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
7. Regulatory Compliance and Permitting <i>(This section relates to how the Consultant managed its responsibilities regarding regulatory requirements, approvals, and permitting processes)</i>	<ul style="list-style-type: none"> • Consultant did not properly identify or meet regulatory and/or permitting requirements. • Disregarded laws or regulations of any public body having jurisdiction over the project. • Consultant identified permits and variances late, and/or did not properly address requirements. • Consultant's lack of understanding or outdated regulatory requirements' knowledge caused delays or rework. • Consultant on probation, suspended or debarred. • Consultant made fraudulent statements or withheld information from the Owner. • Consultant was cited or violated any law. 	<ul style="list-style-type: none"> • Consultant met all applicable regulatory and permitting requirements associated with the contract. • Proactive approach with regulatory agencies and permitting jurisdictions to keep project on track. • Consultant identified the necessary permits as early as possible. • Adequately researched and documented regulatory and permitting requirements. • Prepared and submitted all appropriate permit applications and supporting drawings, specifications and other documents in the name of the City to utility companies and providers, and governmental entities having jurisdiction over the project. • Up to date with the most recent regulations applicable to the project. • Kept City team informed on the status of permits and potential impacts to schedule and budget. 	<ul style="list-style-type: none"> • Performance substantially higher than industry standard. • Consultant identified innovative ways to comply with applicable requirements. • Innovative approach that resulted in higher level of compliance. • Consultant stayed ahead of ever-changing regulatory compliance environment. • Knowledgeable of both most recent updates, and upcoming regulatory changes impacting the project with effective-by dates and deadlines. • Proactive in identifying compliance issues not known by the City. • Provided recommendations for alternative compliance, as needed. •

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
8. Adequacy and Availability of Workforce <i>(This is a rating of how the Consultant possessed and maintained adequate resources throughout the project to meet the demands of the contract.)</i>	<ul style="list-style-type: none"> • Lack of <u>qualified</u> staff, and proper equipment for the required tasks. • Frequent team mistakes, disorganization, and staff turnover resulted in extra work or schedule delays. • Did not secure City approval prior to replacing key personnel. • Nonresponsive to City requests for removal of a member of the Consultant team who is incompetent, disorderly, abusive or disobedient, or who violated federal, state or local law; and/or Reinstatement of such person without prior City approval. • Frequent staff turnover resulted in extra work or schedule delays. 	<ul style="list-style-type: none"> • Employees were qualified and possessed appropriate technical knowledge, skills and abilities for their assignment(s). • Possessed and maintained adequate resources and equipment throughout the project(s) to meet the demands of the contract, including sufficient number of <u>qualified</u> staff, properly equipped and available for the required tasks. • Used man-hours and resources efficiently. • Key personnel skill set(s) match project requirements. • Key personnel identified in the original solicitation team available throughout the project. • Consultant secured City approval in accordance to the contract prior to replacing key personnel. • Proposed replacements have equal or better qualifications for the project. 	<ul style="list-style-type: none"> • Performance substantially higher than industry standard. • Consistently exceeded expectations and always provided an exceptional result. • Added value. • Consultant increased <u>qualified</u> workforce in order to support expedited schedule.

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
9. Project and Contract Management <i>(This is a rating of how the Consultant administered the project and contract including the project delivery and overall consultant services. The extent to which the Consultant took charge of and effectively managed the work.)</i>	<ul style="list-style-type: none"> • Consultant failed to establish appropriate control over project requirements and/or scope. • Lack of oversight, and/or poor project management. • Poorly planned/managed the sequence of work and transitions. • Did not know what tasks have been fully completed, and how much more remains to be completed on incomplete tasks. • Project had unresolved issues. • Frequent team mistakes, disorganization, and/or mismanagement resulted in extra work or schedule delays. • Underestimation of complexity, cost and/or schedule. • Lack of appropriate risk management. • Different expectations in terms of what is to be delivered, when and at what cost. • Subconsultant's and other team members lacked knowledge of what the state of the project is, and what is expected of them. • Owner or stakeholders were impacted by the project at the last-minute. • Inefficient in their use of resources and made untimely decisions. • Lapsed or incomplete insurance renewals. 	<ul style="list-style-type: none"> • Consultant understood and effectively managed the project and contract. • On-site and home office management personnel exhibited the capacity to adequately plan, schedule, resource, organize, and otherwise manage the work. • Accomplished the intent and scope of the contracted services by managing the personnel, resources, budget, and schedule. • Efficient in their use of resources and made timely decisions. • Effectively coordinated and managed subconsultants to ensure performance. • Resolved project issues as necessary. • Mediated disagreements between disciplines and/or agencies always in the best interest of the project. • Optimized (used when appropriate) the involvement of City staff. • Maintained and submitted appropriate records, logs, progress reports and other documentation. • Used man-hours and resources efficiently. • Knowledgeable of City practices and roles. • Adhered to all City administrative requirements and timeframes. • Conducted meetings efficiently. • Monitored the project regularly to make sure the team is keeping within the scope. • Maintained continuity in staff assignments. • Coordinated with City staff effectively. • Submitted timely progress reports. • Properly managed sequence and work transitions. • Timely and complete submittal of certificates of insurance renewals. 	<ul style="list-style-type: none"> • Innovative approach implemented that saved the City time, money, or improved product quality. • Performance substantially higher than industry standard. • Consistently exceeded expectations and always provided exceptional result(s). • Consultant took proactive initiative and was creative. • Added value. • Consultant consistently anticipated problems, then communicated and resolved them.

	Needs Improvement (1 Point)	Successful Performance (2.5 Points)	Exceptional Performance (3 Points)
10. Communications, Cooperation, and Business Relations <i>(This section relates to communications and cooperation with the City, public, utility companies, contractors, and/or other agencies. And the Consultant's must-have soft skills such as responsiveness, reasonable and cooperative behavior and commitment to customer satisfaction.)</i>	<ul style="list-style-type: none"> • Poor project communications. • Failure to engage subconsultants, and stakeholders. • The Consultant did not return calls, resisted changes and/or argued. • Team was inconsistent and ill-prepared for meetings. • Owner and Stakeholders were unaware and are surprised when changes occur, or find out at the last minute when there is no time left to have an impact on the situation. • Unresolved issues. • Frequent team mistakes, disorganization, and miscommunication(s) resulted in poor or extra work, or schedule delays. • Inaccessible to City staff and stakeholders, or unresponsive to their questions, needs and concerns. • Consultant's team was not properly informed of any change in scope, lack of information, or decisions by the City or other agencies that adversely affected the schedule or did not permit the work to progress in a logical manner. 	<ul style="list-style-type: none"> • Consultant provided accurate, clear and concise information on a timely manner to the City, contractors, and project stakeholders. • Provided effective verbal and written communications. • Conducted business in a professional manner. • Consultant displayed a willingness to work as a team member in the development of the City project. • Satisfactorily conducted presentations and meetings. • Everyone associated with the project had a common set of expectations in terms of what is to be delivered, when, and at what costs. • Responsive to customer needs. • Communicated and resolved project issues as necessary. • The team was prepared and considered suggestions. • Was accessible to City staff and responsive to their questions, needs and concerns. • Followed through on decisions made at meetings and responded to reviewer comments. • Maintained working relationship with the City and other agencies. • Efficient participation in community workshops or public meetings and responded to citizens/groups seeking information or assistance. • Raised the potential of missing deadline(s) as soon as it becomes a risk. • Effectively relayed information to its subconsultants and personnel. • Kept project team members informed of issue(s) before it becomes a crisis, and quickly identified potential solutions. • Responded to questions/requests timely and adequately. • Approached issues proactively and collaboratively. • Represented the City positively to others. 	<ul style="list-style-type: none"> • Innovative communications approach implemented that saved the City time, money or improved product quality. • Consultant took initiative and was creative. • Consistently anticipated problems then communicated and solved them. • Performance substantially higher than industry standard. • Consistently exceeded expectations and always provided an exceptional result. • Added value. • Exceptional performance in communications, cooperation and follow-up with stakeholders.

Maximum Total = 30 Points