



CITY OF PFLUGERVILLE  
CIP ENGINEERING  
Contractor Performance Evaluation

**Section I. Project Information**

|               |            |                               |
|---------------|------------|-------------------------------|
| Project Name: | CIP Number | General Contractor (GC) Name: |
|---------------|------------|-------------------------------|

**Section II. Contractor's Information**

|                            |                                   |                                    |
|----------------------------|-----------------------------------|------------------------------------|
| Company's Full Legal Name: | Company's Phone Number:           | General Contractor (GC) Name:      |
| GC Project Manager:        | GC Representative's Phone Number: | GC Representative's Email Address: |

**Section III. Evaluation**

| <b>EVALUATION CRITERIA</b>   | <b>1 pt.</b> | <b>2 pt.</b> | <b>3 pt.</b> |
|--|--------------|--------------|--------------|
| - Needs Improvement (1 Point) = Does not meet contractual, technical, or professional requirements.<br>Successful Performance (2 Points) = Meets contractual requirements<br>- Exceptional Performance (3 Points) = Exceeds contract requirements to the City's benefit.<br>Detailed Performance Evaluation Guidelines can be found at: <a href="http://www.pflugervilletx.gov/projects">www.pflugervilletx.gov/projects</a>         |              |              |              |
| <b>1. Quality</b> - The Contractor performed and completed work in accordance with the contract and project manual. The Contractor proactively checked to ensure Contractor's and subcontractor's Work met plans and specifications. The Contractor took responsibility for ensuring the quality of Work of the subcontractors, and adequately coordinated the different trades' Work. Contractor promptly corrected defective work. |              |              |              |
| Comments:  |              |              |              |
| <b>2. Schedule</b> - Contractor established baseline schedule and completed the project within established timeframes, including any City approved schedule changes.   |              |              |              |
| Comments:  |              |              |              |
| <b>3. Wage Compliance and Required Job Postings</b> - The Contractor met contractual and regulatory requirements associated with Wage compliance and required job postings.  |              |              |              |
| Comments:  |              |              |              |
| <b>4. Invoicing and Payments</b> - Invoices were accurate and complete, inclusive of all required attachments and backup data, and submitted on a timely basis reflective of the contract requirements. Monthly reports and pay requests were of expected quality and submitted on time. Subcontractors were paid timely.  |              |              |              |
| Comments:  |              |              |              |
| <b>5. Regulatory Compliance and Permitting</b> - Contractor met all applicable regulatory and permitting requirements associated with the contract.  |              |              |              |
| Comments:  |              |              |              |

For questions concerning the Contractor Performance Evaluation Program, please call (512) 990-6400, or you may send an email to [projects@pflugervilletx.gov](mailto:projects@pflugervilletx.gov)

| <b>EVALUATION CRITERIA</b>   |  |  |  | <b>1 pt.</b> | <b>2 pt.</b> | <b>3 pt.</b> |
|--|--|--|--|--------------|--------------|--------------|
| <b>6. Safety and Protection</b> - Contractor initiated, maintained, and supervised all safety precautions and complied with OSHA and any safety-related programs in connection with the work performed.  |  |  |  |              |              |              |
| Comments:  |  |  |  |              |              |              |
| <b>7. Project and Contract Management</b> - The Contractor supervised, inspected, and directed the Work competently and efficiently, applying skills and expertise as necessary to perform the Work in accordance with the Contract. The Contractor maintained adequate resources to meet the demands of the contract and was always available for the required tasks. |  |  |  |              |              |              |
| Comments:  |  |  |  |              |              |              |
| <b>8. Communications, Cooperation, and Business Relations</b> - Contractor provided effective verbal and written communications to City staff, Consultant, subconsultants, and project stakeholders.   |  |  |  |              |              |              |
| Comments:  |  |  |  |              |              |              |
| <b>9. Budget/Cost Control</b> – The Contractor provided timely, complete, and accurate Schedule of Values. Minimized change orders and cost escalations to the best of their ability.  |  |  |  |              |              |              |
| Comments:  |  |  |  |              |              |              |
| <b>10. MBE/WBE/DBE Procurement Program(s)</b> – The Contractor complied with approved MBE/WBE/DBE compliance goals, Request for Changes, and MBE/WBE close-out requirements (SMBR rating). *This section will be utilized when necessary for federal or grant funding or until a program is implemented City wide.   |  |  |  |              |              |              |
| Comments:  |  |  |  |              |              |              |
| <b>Overall Comments</b>  |  |  |  |              |              |              |
|  |  |  |  |              |              |              |

**SECTION IV. Acknowledgement**

| <b>GENERAL CONTRACTOR'S REPRESENTATIVE</b> |       | <b>CITY OF PFLUGERVILLE PROJECT MANAGER</b> |       |
|--|-------|---|-------|
| Full Name:                                 |       | Full Name:                                  |       |
| Signature:                                 | Date: | Signature:                                  | Date: |
| Remarks:                                   |       | Remarks:                                    |       |

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## Performance Evaluation Guidelines - Contractors

Contractors will be evaluated utilizing the service and quality described 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/Raters 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/Exceeds Expectations" and 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, therefore characterizes the level of performance associated with a reasonably prudent, diligent and skilled Contractor. Ratings for each factor should be based on how often, how quickly, and to what degree the following criteria were met by the Contractor during the performance of the Work under contract. **(Note: For the purpose of this evaluation, Contractor performance includes the Contractor staff, Subcontractors, Suppliers or anyone else for whom contractor is responsible associated with the contract/project)**

|   | Needs Improvement<br>(1 Point)   | Successful Performance<br>(2 Points)  | Exceptional Performance<br>(3 Points)  |
|---|--|---|--|
| <b>Overall Evaluation/<br/>Rating Definitions</b> | <ul style="list-style-type: none"> <li>Performance <b>does not meet</b> contractual requirements and recovery did not occur in a timely or cost effective manner.</li> <li>Serious problems existed and corrective actions have been ineffective.</li> <li>Major, extensive minor, and/or recurring non-compliance issues or problems.</li> <li>Performance indicates very little or no effort extended to satisfy the minimum contract requirements.</li> </ul> <p><i>(To justify a Needs Improvement rating, Rater should identify significant events in each category that the Contractor 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 also be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g. management, quality, safety, wage, environmental deficiency reports or communications)</i></p> | <ul style="list-style-type: none"> <li>Performance <b>meets</b> contractual requirements.</li> <li>May have had some minor problems; however, satisfactory corrective actions taken by the Contractor were highly effective.</li> <li>Problems were <b>not</b> repetitive.</li> </ul> <p><i>(To justify a Successful rating, there should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that the Contractor 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"> <li>Performance <b>exceeds</b> contract requirements to the City's benefit.</li> <li>Exceptional performance may reflect some of the following achievements:               <ul style="list-style-type: none"> <li>○ Identified cost-savings, innovative options or efficiencies;</li> <li>○ demonstrated excellence in quality of Work and service delivery;</li> <li>○ Added value, and/or</li> <li>○ Went above and beyond City expectations.</li> </ul> </li> <li>Consistently exceeded expectations and always provided exceptional results.</li> </ul> <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<br>(1 Point)   | Successful Performance<br>(2 Points)   | Exceptional Performance<br>(3 Points)  |
|---|--|--|--|
| <p><b>Quality</b></p> <p><i>(This section relates to the overall quality of the services and products provided by the Contractor. Including:</i></p> <p><i>(a) Adequacy and implementation of Contractor's Quality Control Plan (QCP),</i></p> <p><i>(b) Quality of workmanship, and</i></p> <p><i>(c) Work in accordance to plans and specifications.)</i></p> | <ul style="list-style-type: none"> <li>• Contractor failed to perform the Work in accordance with the contract.</li> <li>• Work is defective and/or incomplete.</li> <li>• Problems with work quality requiring corrective action by the Contractor.</li> <li>• Nonresponsive to City requests.</li> <li>• Workmanship was poor enough that removal and replacement of defective work was recommended or required.</li> <li>• Quality issues caused project delays.</li> <li>• Contractor did not meet Federal, State and/or Local standards and requirements.</li> <li>• Records generally missing or incomplete.</li> <li>• Lapsed accreditations, certifications, or licenses.</li> <li>• Did not secure approval of substitutions and “approved equal”.</li> <li>• Material and equipment not applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the contract.</li> <li>• Latent defects (pre and/or post warranty)</li> <li>• Contractor refused to correct, failed to promptly correct, or that contractor attempted to correct but failed to complete the correction in accordance with the specifications.</li> <li>• Defects that were not detectable through normal means of inspection or which were covered before inspection could occur.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor performed and completed the Work in accordance with the contract documents.</li> <li>• All materials and equipment is of good quality and new, except as provided in the contract.</li> <li>• Provided required submittals and documents prior to installation.</li> <li>• Furnished satisfactory evidence (test reports, manufacturer’s certificates of compliance, mill reports, etc.) as to the kind and quality of materials used.</li> <li>• Cooperated with inspection and testing personnel to facilitate required inspections or tests.</li> <li>• Proactively checked to assure Contractor’s and subcontractor’s Work met plans and specifications.</li> <li>• Took responsibility for ensuring the quality of Work from the subcontractors, and adequately coordinated the different trades’ Work.</li> <li>• Promptly corrected defective work.</li> <li>• Properly managed documentation of field tests and certifications.</li> <li>• Contractor applied the City's established guidelines, standards, and procedures, as well as established industry practices and standards of good workmanship.</li> <li>• Performed services with the degree of skill and diligence normally practiced by other Contractors performing the same or similar Work.</li> <li>• Apparent that work is checked to ensure quality and accuracy of the Work in meeting the scope of services under the contract.</li> <li>• Organized, complete and correct quality records were available upon request.</li> <li>• As-built documents developed by the Contractor were sufficiently clear and complete, and were submitted to the City in a timely manner</li> </ul> | <ul style="list-style-type: none"> <li>• Innovative approach, options or efficiencies implemented that improved product quality to the City’s benefit.</li> <li>• Quality substantially higher than industry standard.</li> <li>• Significant added value to the City.</li> <li>• Demonstrated excellence in quality of Work and service delivery.</li> <li>• Continuous improvement of processes and systems.</li> <li>• Always reviewing and improving performance.</li> <li>• Took the lead to reject bad workmanship and redo items on their own.</li> <li>• Uncompromised quality deliverables and/or services</li> </ul> |

|   | Needs Improvement<br>(1 Point)  | Successful Performance<br>(2 Points)   | Exceptional Performance<br>(3 Points)  |
|---|---|--|--|
| <p><b>Schedule</b></p> <p><i>(This is a rating of the Contractor's ability to complete tasks within the established project baseline schedule, and complete the project within the Contract Time. Including, but not limited to:</i></p> <p><i>a) Quality and timeliness of initial baseline schedule submission,</i></p> <p><i>b) Adherence to the approved schedule,</i></p> <p><i>c) Communication and submittal of schedule revisions, and</i></p> <p><i>d) Corrective action taken by the Contractor when schedule has slipped through fault of Contractor (including fault of Contractor's subs &amp; suppliers))</i></p> | <ul style="list-style-type: none"> <li>• Contractor did not provide a Baseline Schedule as required in the contract.</li> <li>• Failed to make adequate progress and endangered timely and successful completion of the contract.</li> <li>• Usually or consistently late.</li> <li>• Missed deadlines that significantly affected City project development schedule.</li> <li>• Deadlines missed without advance notice/coordination with the City.</li> <li>• Work progress was delayed due to the Contractor's untimely submittals.</li> <li>• Failed to provide proposals for Change Order(s) within the timelines established in the contract.</li> <li>• Additional time was required as a result of the Contractor's late submittals, including but not limited to late submittal of proposals and/or backup for Change Orders.</li> <li>• Did not provide timely notice of readiness of work for all required inspections, tests or approvals.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor provided a project Baseline Schedule confirming all Work will be completed within the Contract Time.</li> <li>• Communicated with City Project Manager in a timely manner with regard to the progress of the Work.</li> <li>• Phases of the project were completed on time per the contract and authorized amendments.</li> <li>• Adjusted resources in response to demands of the project delivery schedule.</li> <li>• Timely completed tasks, including intermediate inspections and final deliveries.</li> <li>• Contractor obtained approvals and decisions from the City in a timely manner, thereby permitting the project to flow smoothly and quickly.</li> <li>• Contractor identified changes as they were needed, not at the end of the task or project.</li> <li>• Timely submittal of both proposals and backup documents for Change Order(s).</li> <li>• Additional work was performed within the time period established in the contract.</li> <li>• Applied knowledge of project management to control project schedule.</li> <li>• The Contractor adheres to the approved schedule and meets established milestones and completion dates.</li> <li>• Minor problems did not affect delivery schedule.</li> <li>• Adjusts resources in response to demands of the project delivery schedule.</li> <li>• If the schedule slipped through the Contractor's fault or negligence, took appropriate corrective actions of their own volition.</li> <li>• Furnished updated project schedules on a timely basis.</li> </ul> | <ul style="list-style-type: none"> <li>• Innovative, proactive, and creative approach implemented that saved the City time.</li> <li>• On time, and sometimes early to the City's benefit.</li> <li>• Proactive in addressing issues potentially affecting schedule.</li> <li>• Performed and successfully completed Work on a Compressed/Expedited schedule.</li> </ul> |

|   | Needs Improvement<br>(1 Point)  | Successful Performance<br>(2 Points)   | Exceptional Performance<br>(3 Points)  |
|---|---|--|--|
| <p><b>Wage Compliance and Required Job Postings</b></p> <p><i>(This section relates to how the Contractor managed its responsibilities regarding applicable Wage regulations)</i></p> | <ul style="list-style-type: none"> <li>• Performance does not meet contractual requirements and recovery did not occur in a timely or cost effective manner.</li> <li>• Serious problems existed and corrective actions have been ineffective.</li> <li>• Major errors, extensive minor errors, and/or recurring problems.</li> <li>• Contractor did not meet contractual requirements and/or noncompliant with applicable Wage regulations.</li> <li>• Contractor or Subcontractor(s) paid workers less than the required wage rates.</li> <li>• Contractor received more than one Voluntary Corrective Action Plan (VCAP) for a repeated violation, or multiple VCAPs for different violations on the project - severity, cause, subcontractor and historical record are all considered.</li> <li>• Noncompliant with posting requirements.</li> <li>• Negligent and/or repetitive misclassifications.</li> <li>• Workers had limited or no access to information about wages.</li> <li>• Contractor did not provide certified payrolls within 2 working days of request.</li> <li>• Payments withheld to pay workers the amount of wages required to comply with the contract.</li> <li>• Apprentice or training program not registered with Dept. of Labor or other noncompliance associated with apprenticeships.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor met contractual and regulatory requirements associated with Wage compliance and required job postings.</li> <li>• Paid workers <u>no less than</u> the wage rates established in the contract.</li> <li>• Workers properly classified.</li> <li>• Posted wage rates, other required posters, and notices in English and Spanish in prominent, easily accessible places where they can be seen by all workers.</li> <li>• Maintained weekly payroll reports.</li> <li>• May have had some minor problems; however, corrective actions taken by the Contractor were highly effective.</li> <li>• Problems were <u>not</u> repetitive.</li> <li>• Payroll records were preserved for the duration established in the contract.</li> <li>• Provided copies of records and certified payrolls as requested by the Owner within two working days.</li> <li>• In the event federal funding is used, Contractor and all Subcontractors submitted weekly certified payroll reports and other required documents no later than seven calendar days after the scheduled payday.</li> <li>• Provided maximum practicable opportunity for workers to access information about wages.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor had exceptional success with initiatives to assist, promote, and comply with Wage requirements.</li> <li>• Went above and beyond the required elements.</li> <li>• Proactive, innovative and creative approach to provide workers access to information about wages.</li> <li>• Contractor was proactive and had exceptional success in making sure subcontractors understood and met their responsibility regarding wage compliance.</li> <li>• Contractor provided certified payrolls immediately upon request.</li> </ul> |

|   | Needs Improvement<br>(1 Point)  | Successful Performance<br>(2 Points)   | Exceptional Performance<br>(3 Points)   |
|---|---|--|---|
| <p><b>Invoicing and Payments</b></p> <p><i>(This section relates to the accuracy and timeliness of applications for payment, how the Contractor managed its responsibilities regarding invoicing the City, and payment to subcontractors and suppliers as well as change management.)</i></p> | <ul style="list-style-type: none"> <li>• Did not invoice monthly or as agreed</li> <li>• Late, incomplete and/or inaccurate invoices submitted to the City.</li> <li>• Invoices do not accurately reflect completed tasks and how much more remains to be completed on incomplete tasks.</li> <li>• Contract requirements associated with compensation and payments not followed.</li> <li>• Late payments to subcontractors and suppliers.</li> <li>• Work conducted and invoiced prior to Change Orders being executed.</li> <li>• Invoices do not properly follow contractual basis of compensation.</li> <li>• Inadequate backup for time &amp; material invoices.</li> <li>• Invoices included non-allowable items.</li> <li>• Duplicate direct and overhead charges.</li> </ul> | <ul style="list-style-type: none"> <li>• Monthly or as agreed reports and invoices were in accordance to the contract and submitted in a timely manner.</li> <li>• Invoices were accurate and complete, inclusive of all required attachments and backup data, and submitted on a timely basis reflective of the contract requirements.</li> <li>• Contractor timely paid each subcontractor its appropriate share of payments in accordance to statutory requirements and the contract.</li> <li>• Contract amendments for additional services and/or adjustments were executed prior to conducting the Work.</li> <li>• Supporting documentation for charges were provided and questions answered in a timely manner.</li> </ul> | <ul style="list-style-type: none"> <li>• Monthly reports and pay requests were of high quality and submitted early.</li> <li>• Consistent on-time correct invoices saved the City time in reviewing and processing.</li> <li>• Proactive in payment to subcontractors.</li> <li>• Went above and beyond the required elements.</li> <li>• Proactive, innovative and creative approach resulted in exceptional results.</li> </ul> |



|  | Needs Improvement<br>(1 Point)  | Successful Performance<br>(2 Points)   | Exceptional Performance<br>(3 Points)  |
|--|---|--|--|
| <p><b>Regulatory Compliance and Permitting</b></p> <p><i>(This section relates to how the Contractor managed its responsibilities regarding compliance with applicable regulations, and permitting.)</i></p> | <ul style="list-style-type: none"> <li>• Contractor disregards laws or regulations of any public body having jurisdiction over the project.</li> <li>• Worked outside authorized limits of construction (LOC).</li> <li>• Did not properly follow Storm Water Pollution Prevention Plan (SWPPP), Erosion/Sedimentation Control Plan (ESCP), and Tree Protection Plan.</li> <li>• Was cited or violated environmental laws and regulations.</li> <li>• Did not properly identify or meet regulatory and permitting requirements.</li> <li>• Secured permits late and/or did not properly address requirements.</li> <li>• Contractor’s lack of understanding or outdated regulatory requirements’ knowledge caused delays or rework.</li> <li>• On probation, suspended or debarred.</li> <li>• Made fraudulent statements or withheld information from the Owner.</li> <li>• Did not submit prior to start of construction or did not follow the required Construction Equipment Emissions Reduction Plan.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor gave notices and complied with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof.</li> <li>• Proactive approach with regulatory agencies and permitting jurisdictions to keep project on tract.</li> <li>• Contractor identified the necessary permits as early as possible.</li> <li>• 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.</li> <li>• Up to date with the most recent regulations applicable to the project.</li> <li>• Kept City team informed on the status of permits and potential impacts to schedule and budget.</li> </ul> | <ul style="list-style-type: none"> <li>• Performance substantially higher than industry standard.</li> <li>• Innovative approach that resulted in a higher level of compliance.</li> <li>• Contractor stayed ahead of ever-changing regulatory compliance environment.</li> <li>• Knowledgeable of most recent updates and upcoming regulatory changes impacting the project with effective-by dates and deadlines.</li> <li>• Proactive in identifying compliance issues not known by the City.</li> <li>• Provided recommendations for alternative compliance, as needed.</li> </ul> |



|  | Needs Improvement<br>(1 Point)  | Successful Performance<br>(2 Points)  | Exceptional Performance<br>(3 Points)   |
|--|---|---|---|
| <p><b>Safety and Protection</b></p> <p><i>(This section relates to how the Contractor managed its responsibilities regarding safety precautions and programs in connection with the Work. Including but not limited to:</i></p> <p><b>a) Adequacy of Contractor's Safety Plan,</b></p> <p><b>b) Implementation of Safety Plan,</b></p> <p><b>c) Identification and correction of safety deficiencies,</b></p> <p><b>d) Quantitative evaluation of accidents and injuries.)</b></p> | <ul style="list-style-type: none"> <li>• Knowingly or repeated safety violations, or singular problem of such serious magnitude that it alone constitutes an unsatisfactory rating.</li> <li>• Contractor was cited or observed violating the laws and regulations of any public body having jurisdiction for safety and protection of persons or property.</li> <li>• Not all workers had the required safety training, certificates, and/or personal protective equipment.</li> <li>• Preventable accidents.</li> <li>• Damage, injury or loss to property caused directly, or indirectly, in whole or in part, by contractor or any person directly or indirectly employed by them.</li> <li>• Lack of or inadequate safety plan(s) such as the excavation safety plan.</li> <li>• Failure to remove worker(s) who has knowingly or repeatedly violated safety regulations, possessed a firearm in contravention of the applicable provisions of Texas law, or was under the influence of alcohol or drugs on the job.</li> <li>• Inadequate trench safety, confined space protection, and/or fall protection.</li> <li>• Noncompliance penalties or fines assessed.</li> <li>• Unreasonably encumbered premises (i.e. excess materials and/or equipment on site).</li> <li>• Loaded or permitted any part of any structure, and part of the Work, or adjacent property to be loaded in any manner that will endanger it. (i.e. excessive loading to a structure or property that caused damage or failure)</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor initiated, maintained and supervised all safety precautions and programs in connection with the Work.</li> <li>• Contractor took all necessary precautions for the safety of and provided the necessary protection to prevent damage, injury or loss to all: <ul style="list-style-type: none"> <li>○ Persons on the Work site or who may be affected by the Work;</li> <li>○ The Work and materials and equipment to be incorporated therein, whether in storage on or off site; and</li> <li>○ Other property at the site or adjacent thereto.</li> </ul> </li> <li>• Use of premises confined to the areas identified and permitted by and in accordance with the contract.</li> <li>• Designated and provided a qualified and experienced safety representative at the site, and letter(s) designating "Competent Person(s)" per the contract.</li> <li>• Complied with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss; and erected and maintained all necessary safeguards for such safety and protection.</li> <li>• No preventable accidents, injuries, near misses, or other incidents. Inspections were planned and overseen by certified safety or health professionals.</li> <li>• Periodic audits of compliance are conducted by the Contractor.</li> <li>• Compliant with excavation safety systems requirements.</li> <li>• Notified and cooperated with owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work affected them.</li> <li>• Followed emergency procedures established in the contract.</li> </ul> | <ul style="list-style-type: none"> <li>• Performance substantially higher than industry standard.</li> <li>• Proactive and innovative approach that resulted in a higher level of safety and protection.</li> <li>• Contractor is knowledgeable and applied the latest construction safety news and best practices, including OSHA construction regulations and compliance, health and safety for construction workers, fall protection, construction personal protective equipment, and more.</li> </ul> |

|  |   |  |  |
|--|---|--|--|
|  | <ul style="list-style-type: none"><li>• Improper use, storage, and remediation of any hazardous materials introduced to the site by the Contractor.</li><li>• Use or possession any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property.</li><li>• Workers intoxicated, or under the influence of alcohol or drugs on the job.</li></ul> | <ul style="list-style-type: none"><li>• Kept premises free from accumulations of waste materials, rubbish and other debris resulting from the Work.</li><li>• Compliant with State and Federal Rest Breaks requirements.</li></ul> |  |
|--|---|--|--|

|   | <b>Needs Improvement (1 Point)</b>  | <b>Successful Performance (2 Points)</b>   | <b>Exceptional Performance (3 Points)</b>   |
|---|---|--|---|
| <p><b>Project and Contract Management</b></p> <p><i>(This is a rating of how the Contractor administered the project and contract including the project delivery and overall Contractor services. The extent to which the Contractor took charge of and effectively managed the Work. Including, but not limited to:</i></p> <ul style="list-style-type: none"> <li><b>a) Management of resources and key personnel,</b></li> <li><b>b) Adequacy of supervision on-site,</b></li> <li><b>c) Coordination and control of subcontractors,</b></li> <li><b>d) Review and resolution of subcontractor issues,</b></li> <li><b>e) Management responsiveness to Owner's representative.)</b></li> </ul> | <ul style="list-style-type: none"> <li>• Lack of oversight, poor superintendence, and/or poor project management.</li> <li>• Lack of coordination.</li> <li>• Failure to establish appropriate control over project requirements and/or scope.</li> <li>• Poorly planned/managed transitions and sequence of work.</li> <li>• Inadequate temporary facilities.</li> <li>• Not knowing what tasks have been fully completed, and how much more remains to be completed on incomplete tasks.</li> <li>• Project has unresolved issues.</li> <li>• Frequent team mistakes, disorganization, and/or mismanagement resulted in extra Work or schedule delays.</li> <li>• Underestimation of complexity, cost and/or schedule.</li> <li>• Lack of risk management.</li> <li>• Different expectations in terms of what is to be delivered, when and at what cost.</li> <li>• Lacking knowledge of what the state of the project is.</li> <li>• Owner and/or Stakeholders impacted by the project at the last-minute.</li> <li>• Subcontractors and other team members did not know what was expected of them.</li> <li>• Inefficient in their use of resources and made untimely decisions.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor understood and effectively managed the project and contract. Supervised, inspected, and directed the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract.</li> <li>• Contractor was responsible for the means, methods, techniques, sequences and procedures of construction.</li> <li>• 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.</li> <li>• Effectively managed subcontractors to ensure performance.</li> <li>• Resolved project issues and disagreements between disciplines and/or agencies always in the best interest of the project.</li> <li>• Submitted appropriate, periodic, accurate progress reports.</li> <li>• Maintained appropriate documentation.</li> <li>• Optimized (used when appropriate) the involvement of City staff.</li> <li>• Maintained appropriate records, logs, and other documentation.</li> <li>• Adhered to all City administrative requirements and timeframes.</li> <li>• Conducted meetings efficiently. Monitors the project regularly to make sure the team is keeping within the scope.</li> <li>• Coordinated with City staff effectively.</li> <li>• Submitted timely progress reports.</li> </ul> | <ul style="list-style-type: none"> <li>• Innovative approach implemented that saved the City time, money or improved product quality.</li> <li>• Performance substantially higher than industry standard.</li> <li>• Consistently exceeded expectations and always provided exceptional result(s).</li> <li>• Added value.</li> <li>• Contractor took proactive initiative and was creative.</li> <li>• Contractor consistently anticipated problems, then communicated and resolved them.</li> </ul> |

|   | Needs Improvement<br>(1 Point)  | Successful Performance<br>(2 Points)   | Exceptional Performance<br>(3 Points)  |
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| <p><b>Communications, Cooperation, and Business Relations</b></p> <p><i>(This section relates to the Contractor's must-have soft skills such as responsiveness, reasonable and cooperative behavior and commitment to customer satisfaction. Communications and cooperation with the City, public, utility companies, contractors, and/or other agencies)</i></p> | <ul style="list-style-type: none"> <li>• Poor project communications.</li> <li>• Failure to engage subcontractors, suppliers, and stakeholders.</li> <li>• The Contractor did not return calls, resisted changes and/or argued.</li> <li>• Team was inconsistent and ill-prepared for meetings.</li> <li>• Owner and/or stakeholders were not kept informed, and/or were surprised when changes occurred, were unaware or updated at the last minute when there was no time left to have an impact on the situation.</li> <li>• Unresolved issues.</li> <li>• Frequent team mistakes, disorganization, and miscommunication(s) resulted in poor or extra work or schedule delays.</li> <li>• Contractor's team was not properly 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.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor provided clear and concise information on a timely manner to the City, subcontractors, suppliers and project stakeholders.</li> <li>• Everyone associated with the project has a common set of expectations in terms of what is to be delivered, when, and at what costs. Contractor displayed a willingness to work as a team member in the development of the City project.</li> <li>• Responsive to customer needs.</li> <li>• Active participation in project meetings.</li> <li>• Communicated and successfully resolved project issues as necessary.</li> <li>• Team was prepared and considered suggestions.</li> <li>• Was accessible to City staff and responsive to their questions, needs and concerns.</li> <li>• Followed through on decisions made at meetings and responded to reviewer comments.</li> <li>• Efficient participation in community workshops or public meetings and responded to citizens/groups seeking information or assistance.</li> <li>• Conducted business in a professional manner.</li> <li>• Raised the potential of missing deadline(s) as soon as it becomes a risk.</li> <li>• Effectively relayed information to its subcontractors, suppliers and personnel.</li> <li>• Kept project team members informed of issue(s) before it becomes a crisis, and quickly identified potential solutions.</li> <li>• Responded to questions/requests timely and adequately.</li> <li>• Approached issues proactively and collaboratively.</li> <li>• Represented the City positively to others.</li> </ul> | <ul style="list-style-type: none"> <li>• Innovative communications approach implemented that saved the City time, money or improved product quality.</li> <li>• Contractor took initiative and was creative.</li> <li>• Consistently anticipated problems then communicated and solved them.</li> <li>• Performance substantially higher than industry standard.</li> <li>• Consistently exceeded expectations and always provided an exceptional result.</li> <li>• Added value.</li> </ul> |

|   | <b>Needs Improvement (1 Point)</b>   | <b>Successful Performance (2 Points)</b>  | <b>Exceptional Performance (3 Points)</b>   |
|---|--|---|---|
| <p><b>Budget/Cost Control</b><br/><i>(This section relates to the Contractor's adherence to established project budget limitations)</i></p> | <ul style="list-style-type: none"> <li>• Did not provide timely, complete and accurate bid and/or schedule of values</li> <li>• Inaccurate estimates.</li> <li>• Increased level of effort was identified but not communicated to the owner until extra budget was required.</li> <li>• 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.</li> <li>• Additional expenses incurred due to the consultant's untimely submittal of contract amendments.</li> <li>• Significant costs overruns.</li> <li>• Deficiencies in work led to Change Orders (COs) in excess of the construction contract amount.</li> <li>• Not curtailing scope expansion based on project's scope statement.</li> <li>• Poor change control.</li> <li>• Scope creep.</li> </ul> | <ul style="list-style-type: none"> <li>• Contractor complied with the approved contract and the Maximum Not to Exceed Amounts by Phase/Task.</li> <li>• Demonstrated skill in estimating, budget and tracking, and maintaining project costs.</li> <li>• Provided timely, complete and accurate schedule of values</li> <li>• Identified when out of scope services was requested and notified the owner in a timely manner.</li> <li>• Provided accurate request for proposals for additional services in a timely manner.</li> <li>• Contract change orders were executed before work was performed.</li> <li>• Best value for the City taken into consideration in decision making.</li> <li>• Met overall cost/price estimates while meeting all contract requirements.</li> <li>• Provided effective cost control measures/ideas.</li> </ul> | <ul style="list-style-type: none"> <li>• Innovative approach that saved the City money.</li> <li>• Significant cost reductions while meeting all contract requirements.</li> <li>• Contractor identified early when level of effort is more than expected, extra work, and out of scope services are requested and/or necessary.</li> <li>• Creative team-based approach which allowed the generation of alternatives to solve problems and identify and eliminate unwanted costs, while improving function and quality.</li> </ul> |

|   | Needs Improvement<br>(1 Point)  | Successful Performance<br>(2 Points)  | Exceptional Performance<br>(3 Points)   |
|---|---|---|---|
| <p><b>MBE/WBE/DBE Procurement Program(s) –</b></p> <p><i>The Contractor complied with approved MBE/WBE/DBE compliance goals, Request for Changes, and MBE/WBE close-out requirements (SMBR rating).<br/>*This section will be utilized when necessary for federal or grant funding or until a program is implemented City wide.</i></p> | <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"> <li>• The Contractor did not utilize the subcontractors identified in the approved Compliance Plan, as amended, and the City has determined this to be unjustified</li> <li>• Did not fulfill the contracted Goals or Subgoals.</li> <li>• Reduced or untimely payments made to MBE/WBE/DBE, determined by the City to be unjustified.</li> <li>• Did not submit reports in an accurate or timely manner.</li> <li>• Contractor was unresponsive or late in responding to MBE/WBE/DBE program related requests by SMBR, PM or other City staff.</li> <li>• Showed little interest in bringing performance to a satisfactory level or is generally uncooperative. (Examples: Work progress was delayed due to the Contractor’s untimely submittal of Request For Change (RFC) to SMBR, or Contractor’s unresponsiveness to SMBR’s requests for supporting documentation.)</li> <li>• Did not secure the City’s written approval prior to terminating, adding, or substituting Subcontractors.</li> <li>• Required notice of violation(s).</li> <li>• Provided false or misleading information in Good faith Efforts documentation, post award compliance or other Program operations.</li> </ul> | <ul style="list-style-type: none"> <li>• As required by the City’s MBE/WBE Ordinance, Contractor presented a written schedule of when the MBE/WBE subcontractors shall be utilized in the project prior to the execution of the contract.</li> <li>• Contractor utilized the subcontractors identified in the approved Compliance Plan, and authorized amendments at the approved participation levels.</li> <li>• Complied with the City’s MBE/WBE/DBE Procurement Program requirements, including but not limited to the requirements associated with post-award changes.</li> <li>• Secured written SMBR Director’s approval prior to making changes and/or substitutions to the Compliance Plan.</li> <li>• Made Good Faith Efforts to obtain MBE/WBE/DBE participation for additional scopes of work.</li> <li>• Provided MBE/WBE/DBE payment information with each request for payment submitted to the City.</li> <li>• Timely paid each MBE/WBE/DBE subcontractor its appropriate share of payments in accordance to statutory requirements and the contract.</li> <li>• Fulfilled the contracted Goals or Subgoals, taking into account all approved substitutions, terminations and changes to the contract’s scope of Work.</li> <li>• Completed and submitted interim and closeout reports in an accurate and timely manner.</li> </ul> | <ul style="list-style-type: none"> <li>• Exceeded all contracted goals.</li> <li>• Provided maximum practicable opportunity for MBE/WBE/DBE to participate in contract performance.</li> <li>• Had exceptional success with initiatives to assist, promote, and utilize MBE/WBE/DBE.</li> <li>• Went above and beyond the required elements of the approved Compliance Plan and other</li> <li>• MBE/WBE/DBE requirements of the contract.</li> <li>• Exceeded any other participation requirements incorporated in the contract, including the use of MBE/WBE/DBE in mission critical aspects of the project.</li> </ul> |