



Subcontracting Training

July 14, 2016

Definitions

- ❑ **Subconsultants** – Any person, company, etc., where people are engaged in an activity, performing any service for which MDOT has contracted with a prime consultant.
- ❑ **Suppliers** – Any person, company, etc., that supplies material and/or a commodity/product without an associated service.
- ❑ **1st Tier Subconsultant** – Works directly for the prime consultant.
- ❑ **2nd Tier Subconsultant** – Works directly for the 1st Tier Subconsultant.
- ❑ If the subconsultant provides prequalified services on a project, a detailed derivation of cost must be provided.
- ❑ If a supplier or subconsultant provides non-prequalified services on a project the prime consultant must submit documentation that the selection was based on a competitive low bid process, with a minimum of three bids solicited.

Overall Process Change

- ▶ Effective August 1, 2016: The revised process will replace the current subcontracting process, and is required for all consultants where people are engaged in any activity, performing any services, for which MDOT has contracted with a prime consultant. This includes both Tier I and Tier II subconsultants.
 - Prime Consultants must submit form 5101S, Intent to Subcontract, with the original Priced Proposal and any time a change to a subcontract is determined necessary.
 - Contract Services Division (CSD) will review the form for completeness and accuracy, and will include the form as part of the overall contract/authorization or amendment/revision, as applicable.
 - The contract/authorization or amendment/revision will not be awarded until such time as all the required 5101S forms are received.

Overall Process Change

- ❑ The prime consultant will not subcontract any portion of the project services without the prior written approval of MDOT, as evidenced by the awarded contract/authorization or amendment/revision.
- ❑ The subcontract must be signed and awarded between the parties prior to the assigned work being performed.

The Intent to Subcontract does not serve as a replacement for a subcontract agreement between the prime consultant and subconsultant(s). Consultants must continue to develop and retain the original signed subcontract, in their office or project files.

5101S Form

- **Form 5101S** - Subconsultant Priced Proposal Cover Sheet and Intent to Subcontract.
- This form must be submitted for each subconsultant providing services under the prime contract/authorization, including any amendments/revisions, as identified in the prime consultant's technical proposal, ***regardless of dollar amount.***
- This form must be signed by an authorized legal signer of the prime consultant and subconsultant.

5101S Form

| | | | | | |
|---|----------------|--|----------------------------------|----------------|-------------------|
| Michigan Department of Transportation 5101S (4.15.16) | | SUBCONSULTANT PRICED PROPOSAL COVER SHEET AND INTENT TO SUBCONTRACT | | | |
| <p>This form is to demonstrate the CONTRACTING CONSULTANT'S intent to subcontract or to amend a subcontract. This form replaces the traditional subcontract agreements submitted directly to MDOT through the subcontracting process. It does not serve as a replacement for any subcontract agreements between the CONTRACTING CONSULTANT and SUBCONTRACTING CONSULTANT(S). This form is required of all SUBCONTRACTING CONSULTANTS providing services under the Prime Contract and must have a signature by an authorized legal signer of the SUBCONTRACTING CONSULTANT and CONTRACTING CONSULTANT.</p> | | | | | |
| PROJECT INFORMATION | | | | | |
| MDOT CONTROL SECTION(S) – JOB NUMBER(S): CS - JN | | | CONTRACT / AUTHORIZATION NUMBER: | | BASIS OF PAYMENT: |
| PROJECT DESCRIPTION: | | | | | |
| SUBCONTRACT AMOUNT | | | FIXED FEE | | |
| ORIGINAL: | MODIFICATIONS: | TOTAL: | ORIGINAL: | MODIFICATIONS: | TOTAL: |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| SUBCONTRACTING CONSULTANT PREQUALIFICATION CLASSIFICATION(S) -OR- DESCRIPTION OF SERVICES: | | | | | |

| | | | | | |
|--|----------------|--|---|-------------------------------|-------------------|
| Michigan Department of Transportation 5101S (4.15.16) | | SUBCONSULTANT PRICED PROPOSAL COVER SHEET AND INTENT TO SUBCONTRACT | | | |
| <p>This form is to demonstrate the CONTRACTING CONSULTANT'S intent to subcontract or to amend a subcontract. This form replaces the traditional subcontract agreements submitted directly to MDOT through the subcontracting process. It does not serve as a replacement for any subcontract agreements between the CONTRACTING CONSULTANT and SUBCONTRACTING CONSULTANT(S). This form is required of all SUBCONTRACTING CONSULTANTS providing services under the Prime Contract and must have a signature by an authorized legal signer of the SUBCONTRACTING CONSULTANT and CONTRACTING CONSULTANT.</p> | | | | | |
| PROJECT INFORMATION | | | | | |
| MDOT CONTROL SECTION(S) – JOB NUMBER(S): CS - JN | | | CONTRACT / AUTHORIZATION NUMBER: | | BASIS OF PAYMENT: |
| PROJECT DESCRIPTION: | | | | | |
| SUBCONTRACT AMOUNT | | | FIXED FEE | | |
| ORIGINAL: | MODIFICATIONS: | TOTAL: | ORIGINAL: | MODIFICATIONS: | TOTAL: |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| SUBCONTRACTING CONSULTANT PREQUALIFICATION CLASSIFICATION(S) -OR- DESCRIPTION OF SERVICES: | | | | | |
| <p>The SUBCONTRACTING CONSULTANT shall be governed by The laws of The State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in The Prime Contract. The SUBCONTRACTING CONSULTANT shall be governed by all The terms and conditions of The Prime Contract, including any amendments to the original Prime Contract. The terms and conditions of the Prime Contract shall prevail over the services provided for under any subcontract.</p> <p>The effective date of the subcontract shall not be prior to the date of signature by both parties, unless a Limited Notice to Proceed is in place. The expiration date of the subcontract shall be the same as the Prime Contract unless otherwise mutually agreed upon by both parties and referenced in the subcontract.</p> <p>MDOT, FHWA or its representative may inspect, copy, scan or audit the CONTRACTING CONSULTANT or SUBCONTRACTING CONSULTANT records at any reasonable time after giving reasonable notice. Any audit, examination, review, assessment, inspection and/or investigation performed would allow MDOT to make financial adjustments to charges for which this company has requested reimbursement via an MDOT service contract, and require the company to be directly responsible for any monies owed MDOT.</p> <p>The CONTRACTING CONSULTANT shall make payment to any SUBCONTRACTING CONSULTANT within (10) days of receipt of payment from the CONTRACTING CONSULTANT shall pay the SUBCONTRACTING CONSULTANT on the basis of payment identified above.</p> <p>Records, including executed subcontracts, are to be maintained for 3 years from the date of final payment to the CONTRACTING CONSULTANT and all other pending matters are closed. The Department or its representative may inspect, copy, scan or audit the Records at any reasonable time after giving reasonable notice.</p> <p>The SUBCONTRACTING CONSULTANT agrees that the cost reported to the CONTRACTING CONSULTANT for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. The SUBCONTRACTING CONSULTANT also certifies that, upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the prime contract that apply to the reporting of costs incurred under the terms of the Prime Contract.</p> <p>The MDOT Project Manager shall be notified in writing by the CONTRACTING CONSULTANT in the event the subcontract or amendment is not executed.</p> <p>The individuals signing the subcontract represent and warrant that they have the power and authority to enter into the subcontract (or amendment) and bind the parties for whom they sign.</p> <p>The SUBCONTRACTING CONSULTANT certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States.</p> <p>Fixed Fee on "as needed" projects is computed by taking the percent of actual labor hours invoiced to labor hours authorized, then applying that percentage to the total fixed fee authorized.</p> <p>Amendments to add additional funds need to specify what the basis of payment is, the total amendment fee and fixed fee (if applicable) amounts, and the new total maximum not to exceed subcontract fee and fixed fee amounts.</p> | | | | | |
| SUBCONTRACTING CONSULTANT INFORMATION (TIER 1 or TIER 2) | | | | | |
| LEGAL BUSINESS NAME: | | FEDERAL ID NUMBER: (Must match prequalification file) | | ROLE: (Prime, Tier 1, Tier 2) | |
| COMPANY ADDRESS: | | CITY: | STATE: | ZIP CODE: | |
| EMAIL (AUTHORIZED CONTRACT SIGNER): | | PHONE NO.: | EMAIL (FOR SIGNED CONTRACT DISTRIBUTION): | | |
| I, as the SUBCONTRACTING CONSULTANT, certify that I am prequalified or certified, as required by the Michigan Department of Transportation, to perform the services under the subcontract. | | | | | |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | | DATE: | |
| CONTRACTING CONSULTANT INFORMATION (PRIME or TIER 1) | | | | | |
| I, as the CONTRACTING CONSULTANT, intend to retain the services of the above SUBCONTRACTING CONSULTANT to perform services. | | | | | |
| LEGAL BUSINESS NAME: | | PHONE NO.: | | | |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | | DATE: | |

Changes to form:

- ❑ Added to the title “and Intent to Subcontract”.
- ❑ Added usage statement regarding subcontracts.
- ❑ Changed “As Amended” to “Modifications”.

5101S Form

- The SUBCONTRACTING CONSULTANT shall be governed by The laws of The State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in The Prime Contract. The SUBCONTRACTING CONSULTANT shall be governed by all The terms and conditions of The Prime Contract, including any amendments to the original Prime Contract. The terms and conditionsof the Prime Contract shall prevail over the services provided for under any subcontract.
- The effective date of the subcontract shall not be prior to the date of signature by both parties, unless a Limited Notice to Proceed is in place. The expiration date of the subcontract shall be the same as the Prime Contract unless otherwise mutually agreed upon by both parties and referenced in the subcontract.
- MDOT, FHWA or its representative may inspect, copy, scan or audit the CONTRACTING CONSULTANT or SUBCONTRACTING CONSULTANT records at any reasonable time after giving reasonable notice. Any audit, examination, review, assessment, inspection and/or investigation performed would allow MDOT to make financial adjustments to charges for which this company has requested reimbursement via an MDOT service contract, and require the company to be directly responsible for any monies owed MDOT.
- The CONTRACTING CONSULTANT shall make payment to any SUBCONTRACTING CONSULTANT within (10) days of receipt of payment. The CONTRACTING CONSULTANT shall pay the SUBCONTRACTING CONSULTANT on the basis of payment identified above.
- Records, including executed subcontracts, are to be maintained for 3 years from the date of final payment to the CONTRACTING CONSULTANT and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.
- The SUBCONTRACTING CONSULTANT agrees that the cost reported to the CONTRACTING CONSULTANT for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. The SUBCONTRACTING CONSULTANT also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the prime contract that apply to the reporting of costs incurred under the terms of the Prime Contract.
- The MDOT Project Manager shall be notified in writing by the CONTRACTING CONSULTANT in the event the subcontract or amendment is not executed.
- The individuals signing the subcontract represent and warrant that they have the power and authority to enter into the subcontract (or amendment) and bind the parties for whom they sign.
- The SUBCONTRACTING CONSULTANT certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States.
- Fixed Fee on "as needed" projects is computed by taking the percent of actual labor hours invoiced to labor hours authorized, then applying that percentagae to the total fixed fee authorized.
- Amendments to add additional funds need to specify what the basis of payment is, the total amendment fee and fixed fee (if applicable) amounts, and the new total maximum not to exceed subcontract fee and fixed fee amounts.

| Michigan Department of Transportation 5101S (4.15.16) | | | | SUBCONSULTANT PRICED PROPOSAL COVER SHEET AND INTENT TO SUBCONTRACT | | | |
|---|----------------|---|-----------|--|--------|-----------|--|
| This form is to demonstrate the CONTRACTING CONSULTANT'S intent to subcontract or to amend a subcontract. This form replaces the traditional subcontract agreements submitted directly to MDOT through the subcontracting process. It does not serve as a replacement for any subcontract agreements between the CONTRACTING CONSULTANT and SUBCONTRACTING CONSULTANT(S). This form is required of all SUBCONTRACTING CONSULTANTS providing services under the Prime Contract and must have a signature by an authorized legal signer of the SUBCONTRACTING CONSULTANT and CONTRACTING CONSULTANT. | | | | | | | |
| PROJECT INFORMATION | | | | | | | |
| MDOT CONTROL SECTION(S) - JOB NUMBER(S): | | CONTRACT / AUTHORIZATION NUMBER: | | BASIS OF PAYMENT: | | | |
| CS - JN | | | | | | | |
| PROJECT DESCRIPTION: | | | | | | | |
| | | | | | | | |
| SUBCONTRACT AMOUNT | | | | FIXED FEE | | | |
| ORIGINAL: | MODIFICATIONS: | TOTAL: | ORIGINAL: | MODIFICATIONS: | TOTAL: | | |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| SUBCONTRACTING CONSULTANT PREQUALIFICATION CLASSIFICATION(S) OR DESCRIPTION OF SERVICES: | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| <ul style="list-style-type: none"> - The SUBCONTRACTING CONSULTANT shall be governed by The laws of The State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in The Prime Contract. The SUBCONTRACTING CONSULTANT shall be governed by all The terms and conditions of The Prime Contract, including any amendments to the original Prime Contract. The terms and conditionsof the Prime Contract shall prevail over the services provided for under any subcontract. - The effective date of the subcontract shall not be prior to the date of signature by both parties, unless a Limited Notice to Proceed is in place. The expiration date of the subcontract shall be the same as the Prime Contract unless otherwise mutually agreed upon by both parties and referenced in the subcontract. - MDOT, FHWA or its representative may inspect, copy, scan or audit the CONTRACTING CONSULTANT or SUBCONTRACTING CONSULTANT records at any reasonable time after giving reasonable notice. Any audit, examination, review, assessment, inspection and/or investigation performed would allow MDOT to make financial adjustments to charges for which this company has requested reimbursement via an MDOT service contract, and require the company to be directly responsible for any monies owed MDOT. - The CONTRACTING CONSULTANT shall make payment to any SUBCONTRACTING CONSULTANT within (10) days of receipt of payment. The CONTRACTING CONSULTANT shall pay the SUBCONTRACTING CONSULTANT on the basis of payment identified above. - Records, including executed subcontracts, are to be maintained for 3 years from the date of final payment to the CONTRACTING CONSULTANT and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice. - The SUBCONTRACTING CONSULTANT agrees that the cost reported to the CONTRACTING CONSULTANT for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. The SUBCONTRACTING CONSULTANT also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the prime contract that apply to the reporting of costs incurred under the terms of the Prime Contract. - The MDOT Project Manager shall be notified in writing by the CONTRACTING CONSULTANT in the event the subcontract or amendment is not executed. - The individuals signing the subcontract represent and warrant that they have the power and authority to enter into the subcontract (or amendment) and bind the parties for whom they sign. - The SUBCONTRACTING CONSULTANT certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States. - Fixed Fee on "as needed" projects is computed by taking the percent of actual labor hours invoiced to labor hours authorized, then applying that percentagae to the total fixed fee authorized. - Amendments to add additional funds need to specify what the basis of payment is, the total amendment fee and fixed fee (if applicable) amounts, and the new total maximum not to exceed subcontract fee and fixed fee amounts. | | | | | | | |
| LEGAL BUSINESS NAME: | | FEDERAL ID NUMBER: (Must match prequalification file) | | ROLE: (Prime, Tier 1, Tiers 2-4) | | | |
| COMPANY ADDRESS: | | CITY: | | STATE: | | ZIP CODE: | |
| EMAIL (AUTHORIZED CONTRACT SIGNER): | | PHONE NO.: | | EMAIL (FOR SENDING CONTRACT DISTRIBUTION): | | | |
| I, as the SUBCONTRACTING CONSULTANT, certify that I am prequalified or certified, as required by the Michigan Department of Transportation, to perform the services under the subcontract. | | DBB: | | | | | |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | | DATE: | | | |
| CONTRACTING CONSULTANT INFORMATION (PRIME or TIER 1) | | | | | | | |
| I, as the CONTRACTING CONSULTANT, agree to retain the services of the above SUBCONTRACTING CONSULTANT to perform services. | | | | | | | |
| LEGAL BUSINESS NAME: | | PHONE NO.: | | | | | |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | | DATE: | | | |

Changes to form (Continued):

- Added subcontract language.

5101S Form

| SUBCONTRACTING CONSULTANT INFORMATION (TIER 1 or TIER 2) | | | |
|---|--|--|---|
| LEGAL BUSINESS NAME: | | FEDERAL ID NUMBER: <i>(Must match prequalification file)</i> | |
| COMPANY ADDRESS: | | CITY: | STATE: |
| EMAIL (AUTHORIZED CONTRACT SIGNER): | | PHONE NO.: | EMAIL (FOR SIGNED CONTRACT DISTRIBUTION): |
| I, as the SUBCONTRACT CONSULTANT, certify that I am prequalified or certified, as required by the Michigan Department of Transportation, to perform the services under the subcontract. | | | DBE: |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | DATE: |
| CONTRACTING CONSULTANT INFORMATION (PRIME or TIER 1) | | | |
| I, as the CONTRACTING CONSULTANT, intend to retain the services of the above SUBCONTRACTING CONSULTANT to perform services. | | | |
| LEGAL BUSINESS NAME: | | PHONE NO.: | |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | DATE: |

| SUBCONSULTANT PRICED PROPOSAL COVER SHEET AND INTENT TO SUBCONTRACT | | | |
|--|----------------|--|---|
| <small>Michigan Department of Transportation 5101S (4.15.16)</small> This form is to demonstrate the CONTRACTING CONSULTANT'S intent to subcontract or to amend a subcontract. This form replaces the traditional subcontract agreements submitted directly to MDOT through the subcontracting process. It does not serve as a replacement for any subcontract agreements between the CONTRACTING CONSULTANT and SUBCONTRACTING CONSULTANT(S). This form is required of all SUBCONTRACTING CONSULTANTS providing services under the Prime Contract and must have a signature by an authorized legal signer of the SUBCONTRACTING CONSULTANT and CONTRACTING CONSULTANT. | | | |
| PROJECT INFORMATION | | | |
| MDOT CONTROL SECTION(S) - JOB NUMBER(S): | | CONTRACT / AUTHORIZATION NUMBER: | BASIS OF PAYMENT: |
| PROJECT DESCRIPTION: | | | |
| SUBCONTRACT AMOUNT | | FIXED FEE | |
| ORIGINAL: | MODIFICATIONS: | TOTAL: | ORIGINAL: |
| \$ - | \$ - | \$ - | \$ - |
| SUBCONTRACTING CONSULTANT PREQUALIFICATION CLASSIFICATION(S) - OR, DESCRIPTION OF SERVICES: | | | |
| - The SUBCONTRACTING CONSULTANT shall be governed by The laws of The State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in The Prime Contract. The SUBCONTRACTING CONSULTANT shall be governed by all The terms and conditions of The Prime Contract, including any amendments to the original Prime Contract. The terms and conditions of the Prime Contract shall prevail over the services provided for under any subcontract. - The effective date of the subcontract shall not be prior to the date of signature by both parties, unless a Limited Notice to Proceed is in place. The expiration date of the subcontract shall be the same as the Prime Contract unless otherwise mutually agreed upon by both parties and referenced in the subcontract. - MDOT, FHWA or its representative may inspect, copy, scan, or audit the CONTRACTING CONSULTANT or SUBCONTRACTING CONSULTANT records at any reasonable time after giving reasonable notice. Any audit, examination, review, assessment, inspection and/or investigation performed would allow MDOT to make financial adjustments to charges for which this company has requested reimbursement from MDOT service contract, and require the company to be directly responsible for any monies owed MDOT. - The CONTRACTING CONSULTANT shall make payment to any SUBCONTRACTING CONSULTANT within (10) days of receipt of payment. The CONTRACTING CONSULTANT shall pay the SUBCONTRACTING CONSULTANT on the basis of payment identified above. - Records, including executed subcontracts, are to be maintained for 3 years from the date of final payment to the CONTRACTING CONSULTANT and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the records at any reasonable time after giving reasonable notice. - The SUBCONTRACTING CONSULTANT agrees that the cost reported to the CONTRACTING CONSULTANT for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. The SUBCONTRACTING CONSULTANT also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the prime contract that apply to the reporting of costs incurred under the terms of the Prime Contract. - The MDOT Project Manager shall be notified in writing by the CONTRACTING CONSULTANT in the event the subcontract or amendment is not executed. - The individuals signing the subcontract represent and warrant that they have the power and authority to enter into the subcontract (or amendment) and bind the parties for whom they sign. - The SUBCONTRACTING CONSULTANT certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States. - Fixed Fee on "as needed" projects is computed by taking the percent of actual labor hours invoiced to labor hours authorized, then applying that percentage to the total fixed fee authorized. - Amendments to add additional funds need to specify what the basis of payment is, the total amendment fee and fixed fee (if applicable) amounts, and the new total maximum. | | | |
| SUBCONTRACTING CONSULTANT INFORMATION (TIER 1 or TIER 2) | | | |
| LEGAL BUSINESS NAME: | | FEDERAL ID NUMBER: <i>(Must match prequalification file)</i> | |
| COMPANY ADDRESS: | | CITY: | STATE: |
| EMAIL (AUTHORIZED CONTRACT SIGNER): | | PHONE NO.: | EMAIL (FOR SIGNED CONTRACT DISTRIBUTION): |
| I, as the SUBCONTRACT CONSULTANT, certify that I am prequalified or certified, as required by the Michigan Department of Transportation, to perform the services under the subcontract. | | | DBE: |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | DATE: |
| CONTRACTING CONSULTANT INFORMATION (PRIME or TIER 1) | | | |
| I, as the CONTRACTING CONSULTANT, intend to retain the services of the above SUBCONTRACTING CONSULTANT to perform services. | | | |
| LEGAL BUSINESS NAME: | | PHONE NO.: | |
| AUTHORIZED LEGAL SIGNER: (Printed Name - Title) | | SIGNATURE: | DATE: |

Changes to form (continued):

☐ No changes to this section.

Limited Notice to Proceed

- *MDOT will allow an exception to having subcontracts fully executed before work proceeds for certain unique and unusual situations, in which the services required are considered specialty services that occur at the beginning of a project, such as surveying and geotechnical, etc. In these cases, a form 5101LN - Limited Notice to Proceed (LNP) must be completed and signed by the prime consultant, subconsultant, as well as signed and approved by the MDOT Project Manager.*
- *The LNP allows the subconsultant to work a maximum of thirty consecutive (30) calendar days, from the date of signature, at which time, the subcontract must be signed and awarded. The LNP identifies a maximum dollar amount for work allowable.*

5101LN Form

Michigan Department
of Transportation
5101LN (07/16)

Clear Form

LIMITED NOTICE TO PROCEED

Prime Consultant has recently received its executed contract with the Michigan Department of Transportation for the project listed in the subject line, and is currently finalizing your subcontract. Prime Consultant hereby authorizes Subconsultant to start work performing _____

on the above reference project, effective _____ (TYPE OF SERVICES)
per the Scope of Services
attached and in accordance with MDOT Contract _____ (DATE)
(CONTRACT/AUTHORIZATION NUMBER)

Through this Limited Notice to Proceed, Prime Consultant is only authorizing Subconsultant to perform services for a maximum of 30 days from the effective date above, during which time a subcontract will be awarded between the parties. The dollar amount of the work performed under this Limited Notice to Proceed shall not exceed _____

(AMOUNT)
In consideration for the Subconsultant being allowed to work for a maximum of 30 days prior to the execution of the subcontract, the Subconsultant certifies that services will be performed in compliance with MDOT contract _____, and that all insurance is current and up to date, including (CONTRACT/AUTHORIZATION NUMBER)
but not limited to, Workman's Compensation Insurance. This document shall be included as part of the subcontract, and will be submitted to MDOT upon request.

| PRIME CONSULTANT | | SUBCONSULTANT | |
|------------------|--|-----------------|--|
| Name of Company | | Name of Company | |
| Signature | | Signature | |
| Name | | Name | |
| Title | | Title | |
| Date | | Date | |

I certify that this Limited Notice to Proceed provides for services that are specialty work and necessary for the scope of services to proceed, and that the Subconsultant meets MDOT requirements for services provided under the MDOT contract.

MDOT PROJECT MANAGER APPROVAL (Project Manager must keep a copy of this signed document)

| |
|-----------|
| Signature |
| Name |
| Title |
| Date |

THE INFORMATION BELOW IS TO BE COMPLETED BY THE PRIME CONSULTANT

To be completed after subcontract is signed by both parties:

This Limited Notice to Proceed is associated with subcontract executed on _____ (DATE)
and identified by _____ (CONTRACT/AUTHORIZATION NUMBER, IF APPLICABLE)

Prime Consultant has recently received its executed contract with the Michigan Department of Transportation for the project listed in the subject line, and is currently finalizing your subcontract. Prime Consultant hereby authorizes Subconsultant to start work performing _____

on the above reference project, effective _____ (TYPE OF SERVICES)
per the Scope of Services
attached and in accordance with MDOT Contract _____ (DATE)
(CONTRACT/AUTHORIZATION NUMBER)

Through this Limited Notice to Proceed, Prime Consultant is only authorizing Subconsultant to perform services for a maximum of 30 days from the effective date above, during which time a subcontract will be awarded between the parties. The dollar amount of the work performed under this Limited Notice to Proceed shall not exceed _____

(AMOUNT)
In consideration for the Subconsultant being allowed to work for a maximum of 30 days prior to the execution of the subcontract, the Subconsultant certifies that services will be performed in compliance with MDOT contract _____, and that all insurance is current and up to date, including (CONTRACT/AUTHORIZATION NUMBER)
but not limited to, Workman's Compensation Insurance. This document shall be included as part of the subcontract, and will be submitted to MDOT upon request.

| PRIME CONSULTANT | | SUBCONSULTANT | |
|------------------|--|-----------------|--|
| Name of Company | | Name of Company | |
| Signature | | Signature | |
| Name | | Name | |
| Title | | Title | |
| Date | | Date | |

I certify that this Limited Notice to Proceed provides for services that are specialty work and necessary for the scope of services to proceed, and that the Subconsultant meets MDOT requirements for services provided under the MDOT contract.

Clear Form

LIMITED NOTICE TO PROCEED

Prime Consultant has recently received its executed contract with the Michigan Department of Transportation for the project listed in the subject line, and is currently finalizing your subcontract. Prime Consultant hereby authorizes Subconsultant to start work performing _____

on the above reference project, effective _____, per the Scope of Services attached and in accordance with MDOT Contract _____.

Through this Limited Notice to Proceed, Prime Consultant is only authorizing Subconsultant to perform services for a maximum of 30 days from the effective date above, during which time a subcontract will be awarded between the parties. The dollar amount of the work performed under this Limited Notice to Proceed shall not exceed _____.

In consideration for the Subconsultant being allowed to work for a maximum of 30 days prior to the execution of the subcontract, the Subconsultant certifies that services will be performed in compliance with MDOT contract _____, and that all insurance is current and up to date, including _____, but not limited to, Workman's Compensation Insurance. This document shall be included as part of the subcontract, and will be submitted to MDOT upon request.

| PRIME CONSULTANT | | SUBCONSULTANT | |
|------------------|--|-----------------|--|
| Name of Company | | Name of Company | |
| Signature | | Signature | |
| Name | | Name | |
| Title | | Title | |
| Date | | Date | |

I certify that this Limited Notice to Proceed provides for services that are specialty work and necessary for the scope of services to proceed, and that the Subconsultant meets MDOT requirements for services provided under the MDOT contract.

MDOT PROJECT MANAGER APPROVAL (Project Manager must keep a copy of this signed document)

| |
|-----------|
| Signature |
| Name |
| Title |
| Date |

THE INFORMATION BELOW IS TO BE COMPLETED BY THE PRIME CONSULTANT

To be completed after subcontract is signed by both parties:

This Limited Notice to Proceed is associated with subcontract executed on _____ and identified by _____.

5101LN Form

MDOT PROJECT MANAGER APPROVAL (Project Manager must keep a copy of this signed document)

| |
|-----------|
| Signature |
| Name |
| Title |
| Date |

5101LN Form

Michigan Department
of Transportation
5101LN (07/16)

Clear Form

LIMITED NOTICE TO PROCEED

Prime Consultant has recently received its executed contract with the Michigan Department of Transportation for the project listed in the subject line, and is currently finalizing your subcontract. Prime Consultant hereby authorizes Subconsultant to start work performing _____ (TYPE OF SERVICES) on the above reference project, effective _____ (DATE), per the Scope of Services attached and in accordance with MDOT Contract _____ (CONTRACT/AUTHORIZATION NUMBER).

Through this Limited Notice to Proceed, Prime Consultant is only authorizing Subconsultant to perform services for a maximum of 30 days from the effective date above, during which time a subcontract will be awarded between the parties. The dollar amount of the work performed under this Limited Notice to Proceed shall not exceed _____ (AMOUNT). In consideration for the Subconsultant being allowed to work for a maximum of 30 days prior to the execution of the subcontract, the Subconsultant certifies that services will be performed in compliance with MDOT contract _____ (CONTRACT/AUTHORIZATION NUMBER), and that all insurance is current and up to date, including but not limited to, Workman's Compensation Insurance. This document shall be included as part of the subcontract, and will be submitted to MDOT upon request.

| PRIME CONSULTANT | SUBCONSULTANT |
|------------------|-----------------|
| Name of Company | Name of Company |
| Signature | Signature |
| Name | Name |
| Title | Title |
| Date | Date |

I certify that this Limited Notice to Proceed provides for services that are specialty work and necessary for the scope of services to proceed, and that the Subconsultant meets MDOT requirements for services provided under the MDOT contract.

MDOT PROJECT MANAGER APPROVAL (Project Manager must keep a copy of this signed document)

| |
|-----------|
| Signature |
| Name |
| Title |
| Date |

THE INFORMATION BELOW IS TO BE COMPLETED BY THE PRIME CONSULTANT

To be completed after subcontract is signed by both parties:

This Limited Notice to Proceed is associated with subcontract executed on _____ (DATE), and identified by _____ (CONTRACT/AUTHORIZATION NUMBER, IF APPLICABLE).

THE INFORMATION BELOW IS TO BE COMPLETED BY THE PRIME CONSULTANT

To be completed after subcontract is signed by both parties:

This Limited Notice to Proceed is associated with subcontract executed on _____ (DATE), and identified by _____ (CONTRACT/AUTHORIZATION NUMBER, IF APPLICABLE).

Executing Subcontracts

- The effective date of the subcontract shall not be prior to the date of signature by both parties, unless a LNP is in place.
- The LNP shall be included with the subcontract, if applicable, and submitted to MDOT upon request.
- The Consultant must sign the subcontracts using digitally encrypted signatures, including visible date stamp.

Subcontract Review

Active contracts/authorizations will be randomly selected by CSD for an interim and/or post review of subcontracts. This review is performed to ensure that subcontracting processes are being followed and documented. The following steps will be performed:

Subcontract Review

- 90 days from the end of each quarter, a list of contracts/authorizations awarded during that quarter, that include subcontracts, will be generated.
- From this list, contracts/authorizations will be randomly selected:
 - Consultants will have five business days from the date of notification to provide, via e-mail, all subcontracts associated with the contract/authorization selected.
 - Each subcontract will be reviewed for compliance with MDOT subcontracting requirements.
- MDOT will review invoices to ensure that subcontracts have been signed prior to work commencing.

Non-Compliance

- Non-compliance with subcontracting requirements will be tracked.
 - Notification of infractions will be sent to the prime consultant via e-mail and hard copy.
 - The prime consultant will be requested to bring the subcontract into compliance with fourteen (14) calendar days and resubmit.
 - Non-Compliance with terms and conditions of the prime contract and/or any subcontract may lead to costs not being paid up to and including termination of services.
 - Infractions may result in submittal to the Contract Performance Evaluation Team as well as the Prequalification Committee resulting in consequences up to and including the loss of prequalification.

Non-Compliance

With one infraction MDOT will generally request subcontracts be submitted by the Prime Consultant, in the subsequent quarters for review in addition to the randomly selected contracts/authorizations.

Non-Compliance

- ▶ Infractions may include, but are not limited to the following:
 - ❑ Omissions of information
 - ❑ Modification of required contract language
 - ❑ Language changes that violate the Prime Consultant's Contract with MDOT
 - ❑ Failure to provide a subcontract agreement, as requested, within the required time frame
 - ❑ Subcontract not awarded prior to work commencing, or lacking a LNP
 - ❑ Subcontractor is not MDOT prequalified in the work categories identified in the subcontract

Non-Compliance

- ☐ Compliance with the 60% maximum subcontracting limit (Tier I)
- ☐ Compliance with the 50% maximum sub-subcontracting limit (Tier II)
- ☐ Compliance with the DBE participation percentage
- ☐ Compliance with the terms and conditions of the prime contract
- ☐ Compliance with all items identified on '[MDOT's Subcontract Checklist and Payment Example](#)'

Questions

