



# **FRANKLIN COUNTY ENGINEER**

## **SPECIFICATIONS FOR CONSULTING SERVICES**

**MAY 2024  
EDITION**

# **SPECIFICATIONS FOR CONSULTING SERVICES**

## **Introduction**

The purpose of these Specifications for Consulting Services is to provide the framework in which the Franklin County Engineer's Office (FCEO) will work with professional consultants to further the mission of the FCEO as stated below. The FCEO reserves the right to deviate from the standards set forth in this document if it is deemed necessary for the subject project. The contracted consultant remains responsible for design and technical details as signified by their signature on the construction drawings.

The date of this latest document revision has been added in the footing of each page to ensure that the copy of these Specifications being incorporated into the Agreement is the current copy.

Revisions to these Specifications will be issued by the Engineer when appropriate, and the Consultant shall be responsible for obtaining a current copy.

## **FCEO Mission Statement**

Franklin County Engineer's Office provides for safe and efficient movement of people and goods from place to place by designing, building and maintaining Franklin County's roads, bridges and infrastructure for multiple modes of transportation. We are an agency of action, innovation, and collaboration.

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# **Chapter 1 - Definitions**

Words not defined shall be given their plain meaning. Words and terms used in these Specifications or in any documents where these Specifications pertain or govern, shall be defined as follows:

## **1.01 – [Reserved]**

## **1.02 – Actual Allowable Costs**

“Actual Allowable Costs” are eligible amounts determined based on costs incurred as distinguished from predicted or estimated costs. Generally Accepted Accounting Principles (GAAP) and if appropriate, federal regulations, such as Part 31 of the Federal Acquisition Regulation (hereinafter “FAR” or “FAR Part 31” (Codified at 48 CFR Part 31)) shall be the basis for recognizing Actual Allowable Costs.

## **1.03 – Actual Costs Plus a Fixed Fee Compensation**

“Actual Costs Plus a Fixed Fee” compensation is a form of reimbursement that is a combination of two factors:

- A. The Consultant’s Actual Allowable Costs; and
- B. A Fixed Fee as set forth in the Agreement.

## **1.04 - Actual Total Costs**

In all Actual Cost Plus a Fixed Fee agreements, “Actual Total Costs” are computed as the sum of the allowable Direct Costs and allowable Indirect Costs incurred or to be incurred pursuant to the Agreement.

## **1.05 – Additional Compensation**

“Additional Compensation” is compensation that is negotiated for Additional Services after written Authorization to Proceed is received by the Consultant. It is in addition to, and independent from, the Prime Compensation for the Services.

## **1.06 – Additional Services**

“Additional Services” involve the Consultant’s performance of all contractual requirements and the furnishing of all equipment, supplies, and materials required to achieve the general purpose and specific objectives of any Modifications to the Agreement.

## **1.07 – Adjustment of Prime Compensation**

An “Adjustment of Prime Compensation” is an amount that, only by a Modification to the Agreement, may be added to or subtracted from the Prime Compensation as a result of a change in the Scope of Services.

## **1.08 – Agreement**

An “Agreement” is the contract between the signatories that defines the rights and obligations of all the contracting parties. The purpose of the Agreement is to secure the performance of professional services. The term “Agreement” shall include all Modifications.

## **1.09 – [Reserved]**

## **1.10 – Audits or Financial Reviews**

An “Audit” or “Financial Review” is a formal examination of accounting systems, cost records, and other cost presentations to verify their reasonableness, allowability, and allocability for negotiating Agreement fees and for determining Agreement costs for Federal, State of Ohio, and Local participation. Audits and Financial Reviews may include, but are not limited to, an evaluation of a Consultant’s policies, procedures, controls, and actual performance. Objectives of Audits and Financial Reviews include the identification and evaluation of all activities that contribute to, or have an impact on, proposed or incurred costs of contracts, Agreements, and Specifications. Audits and Financial Reviews may include inquiries conducted electronically (by correspondence or email) and also may involve fieldwork (the examination of financial records at the Consultant’s business offices).

## **1.11 – Authorization to Proceed**

An “Authorization to Proceed” is a written communication from the Engineer to the Consultant to start any unit or element of the Services to be performed as specified in the Agreement. This Authorization to Proceed shall establish any conditions and restraints necessary for, or incident to, the performance of the Services. An Authorization to Proceed shall be sent by regular mail to the Consultant, or in a manner approved by the Engineer.

## **1.12 – Change of Scope**

A “Change of Scope” is an addition, a reduction, a substitution or a revision in the complexity, character or duration or conditions under which the work is required to be performed of the Services as provided in the Agreement or Specifications.

## **1.13 – Construction Contract Plan**

A “Construction Contract Plan” is the complete set of construction drawings, specifications and estimated quantities, including any addenda, required to construct a transportation improvement or facility.

## **1.14 – Consultant**

A “Consultant” is a firm, including affiliates, consisting of any entity, incorporated or unincorporated, that is legally engaged in rendering professional services. Professional services includes the practice of engineering, surveying, landscape architecture, and architectural services related to bridges as well as the specialized areas of environmental impacts, right-of-way acquisition services, and construction

contract claims. “Consultant” also is defined to include any past or present partner, officer, director, stockholder, or employee of the firm.

#### **1.14a – County**

“County” means the Franklin County Board of Commissioners.

#### **1.15 – [Reserved]**

#### **1.16 – [Reserved]**

#### **1.17 – [Reserved]**

#### **1.18 – [Reserved]**

#### **1.19 – Date of Acceptance**

For interim submissions, the date of the written notice of acceptance from the Engineer to the Consultant is the Date of Acceptance for that submission. For the final submission of the Services performed, the Date of Acceptance shall be the date that the Engineer approves the Consultant’s work product.

#### **1.20 – Date of Submission**

As related to Price Proposals, overhead schedules, and other financial information submitted by the Consultant, the “Date of Submission” is the date such documents are received by the Engineer, at the address designated by the Engineer.

#### **1.21 – [Reserved]**

#### **1.22 – Direct Cost**

A “Direct Cost” is any labor or non-labor cost that can be traced to a specific cost objective (Project).

#### **1.23 – [Reserved]**

#### **1.24 – [Reserved]**

#### **1.25 – [Reserved]**

#### **1.26 – [Reserved]**

#### **1.26a – Engineer**

“Engineer” shall mean the Franklin County Engineer.

## **1.27 – [Reserved]**

## **1.28 – Environmental Site Assessment**

An “Environmental Site Assessment” (ESA) is a study used to determine if any hazardous substances are present on a property or parcel. The Engineer uses these studies to determine the potential involvement of a Project’s earth-disturbing construction activities with documented environmental releases from adjacent properties.

## **1.28a – Equitable Business Enterprise Program**

The Engineer has adopted the Franklin County Engineer’s Equitable Business Enterprise Program for Locally Funded Projects (EBE) that is outlined in another document and is available on the FCEO website (on the Notice to Contractors page). This program contains requirements (participation goal and documentation) that shall be adhered to by the Consultant.

## **1.29 – FHWA**

“FHWA” refers to the Federal Highway Administration of the United States Department of Transportation.

## **1.30 – Good Faith Efforts**

If a participation goal is indicated by the Engineer, the Consultant must make sufficient Good Faith Efforts (GFE) to meet the goal. The Consultant may be asked to provide documentation that reflects that the Consultant was actively and aggressively trying to obtain participation to meet the established goal.

## **1.31 – Indirect Costs (Fringe Benefits and General Overhead)**

“Indirect Costs” are costs that cannot be feasibly traced to a specific cost objective (Project). Direct Costs of a minor dollar amount may be treated as Indirect Costs. After Direct Costs have been determined and charged to the Agreement or other work as appropriate, Indirect Costs are those remaining costs to be allocated to the Agreement.

## **1.32 – [Reserved]**

## **1.33 – [Reserved]**

## **1.34 – [Reserved]**

## **1.35 – Lump Sum Compensation**

“Lump Sum Compensation” is a type of contract that provides for remuneration of a specific total amount payable (sum certain) for the performance of the Services.

## **1.36 – Maximum Prime Compensation**

“Maximum Prime Compensation” is the not-to-exceed limit of the Prime Compensation under the provisions of an Agreement.

## **1.37 – Modification**

A “Modification,” or addendum, is an adjustment to an Agreement made necessary as a result of:

- A. A Change of Scope which may require an Adjustment of Prime Compensation; or
- B. Additionally required Services to be performed that may require the Adjustment of Prime Compensation.
- C. Modifications require the approval of the Board of Commissioners of Franklin County.

## **1.38 – NEPA**

“NEPA” means the National Environmental Policy Act.

## **1.39 – Fixed Fee**

“Fixed Fee” is the dollar amount established in the Agreement to provide for the Consultant’s profit, miscellaneous expenses, and other factors that may be considered under the applicable regulations and that are not paid for in other provisions of the Agreement.

## **1.40 – ODOT**

“ODOT” refers to the Ohio Department of Transportation.

## **1.41 – [Reserved]**

## **1.42 – Overtime Premium Wages**

“Overtime Premium Wages” arise from the difference between an employee’s standard hourly wage rate and the special hourly wage rate paid for time in excess of 40 hours per week.

## **1.43 – PDP**

“PDP” means ODOT’s Project Development Process.

## **1.44 – Prequalification**

“Prequalification” refers to the ODOT system for determining whether Consultants meet certain minimum qualification levels in accordance with ORC 5526.04. The ODOT Prequalification requirements are set out in the most current version of the ODOT Prequalification Requirements and Procedures, which is posted on the ODOT website.

## **1.45 – Price Proposal**

A “Price Proposal” is the Consultant’s written submission of the Project requirements and includes a narrative description of the Project and proposed Services together with a detailed schedule of requested compensations.

## **1.46 – Prime Compensation**

“Prime Compensation” is the monetary remuneration specified for payment by the County to the Consultant for acceptable elements of the Agreement.

## **1.47 – Principal**

A “Principal” is an individual who is a sole proprietor, owner, partner, shareholder, or contracting officer of a qualified firm.

## **1.48 – Project**

A “Project” is the subject of the Agreement between Franklin County and the Consultant.

## **1.49 – Project Schedule**

A “Project Schedule” is a tabular delineation of the Consultant’s agreed schedule of completion.

## **1.50 – Rate of Pay Compensation**

“Rate of Pay Compensation” is a type of remuneration that establishes a specific rate of pay in the Agreement applicable for each classification of employee, including Principals, for the time the Consultant directly utilizes each such individual in the performance of the Agreement.

## **1.51 – Records**

“Records” includes any document, device, or item, regardless of physical form or characteristic, including an electronic record as defined in ORC Section 1306.01, for the time the Consultant directly utilizes each such individual in the performance of the Agreement.

## **1.52 – Review Time**

“Review Time” is the elapsed time between the Date of Submission of a complete and adequately prepared item and its Date of Acceptance.

## **1.53 – Services**

The term “Services” encompasses the Consultant’s performance of all contractual requirements, including, but not limited to, the furnishing of all equipment, supplies, and materials required to complete the Agreement.

## **1.54 – Specifications**

“Specifications,” means the current version of the *Specifications for Consulting Services*.

## **1.55 – State**

“State” refers to the State of Ohio, represented by the Director of Transportation or authorized designee.

## **1.51 – Subconsultant**

A “Subconsultant” is any person or organization to which the Consultant has subcontracted, transferred, or assigned any portion of its contractual obligations.

## **1.57 – Suspension**

“Suspension” is an action taken by the Engineer to temporarily stop all or selected Services that are included in a specific Agreement.

## **1.58 – Termination**

“Termination” is an action taken by the Engineer to stop and conclude all Services.

## **1.59 – Total Hour Accounting System**

A “Total Hour Accounting System” records all hours worked by all employees, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts. All Consultants that receive compensation under Actual Costs Plus a Fixed Fee Agreements must maintain a Total-Hour Accounting System.

## **1.60 – Uncompensated Overtime**

“Uncompensated Overtime” as defined by FAR 52.237-10 means “hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave must be included in the normal work week for purposes of computing uncompensated overtime hours.” All Consultants that receive compensation under Actual Costs Plus a Fixed Fee Agreements must appropriately adjust for Uncompensated Overtime. This is necessary to ensure that Government contracts do not bear a disproportionate share of labor costs.

## **1.61 – Unit of Work Compensation**

“Unit of Work Compensation” is remuneration that establishes a specific unit amount payable for each unit of Services performed.

## **Chapter 2 - General Conditions**

### **2.01 – Standard Terms and General Conditions**

The County and the Consultant agree, by execution of an Agreement incorporating these specifications, that the following general conditions shall pertain and govern, except as amended from time to time.

The prevailing order of precedence of contractual incorporation shall be:

- A. the Agreement;
- B. the Scope of Services; then
- C. these Specifications.

### **2.02 – Compliance with Applicable Laws**

The Consultant shall comply with any and all Ohio, federal and local statutes, ordinances, and regulations and obtain all permits that are applicable to the performance of the Services set forth in the Agreement.

### **2.03 – Continuing Obligations**

In the event of any type of change of ownership in the Consultant's business enterprise, including reorganization or death, incapacity, resignation, or termination of any of the Consultant's Principals or other key personnel, neither the Consultant nor the surviving Principals shall be relieved of their continuing obligation to complete the Services in accordance with the scheduled completion dates specified in the Agreement. This obligation may only be waived through an affirmative release granted by the County.

### **2.04 - Non-Discrimination Regulations**

During the performance of the Agreement, the Consultant, its assignees and successors in interest, agrees as follows:

- A. Non-discrimination: The Consultant, with regard to Services performed after award and prior to completion of the work, will not discriminate on the ground of race, color, religion, gender, sexual orientation, age, disability, national origin, Vietnam era Veteran status, ancestry or genetic information in the selection and retention of Subconsultants, including procurement of materials and leases of equipment.
- B. Solicitations of Subconsultants, including procurement of material and equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for Services to be performed by a Subconsultant, including procurement of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under the Agreement and the Regulations relative to non-discrimination on the ground of race, color, religion, gender, handicap, Vietnam Veteran era status, national origin or ancestry.
- C. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the non-discrimination provisions of the Agreement, the Engineer will impose such sanctions

to the Agreement as it or the FHWA may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under the Agreement until the Consultant complies; and/or
2. Termination or Suspension of the Agreement in whole or in part.

## **2.05 – Goals for Certified Business Participation**

It is the goal of the Engineer to provide an equal opportunity for certified businesses to participate and receive FCEO-administered contracts and procurement opportunities. It is encouraged that certified businesses participate in the Consultant selection process as the prime Consultant and that non-certified Consultants seek project partnership with certified businesses. The requirements of the FCE EBE program shall be followed as applicable to consultant contracts and selection.

## **2.06 – Ownership and Copyright of Deliverables**

Except as otherwise provided herein, the Consultant shall deliver, assign, transfer, and convey to the County all rights, title, and interest to all documents, data, materials, information, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, and documentation prepared or developed or created or discovered as a Deliverable for the benefit of the County under or in connection with this Agreement. (the “Deliverables”).

The Deliverables provided by the Consultant shall become the property of the County. The County, and any person, agency, or instrumentality providing financial assistance for the Services performed under the Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The County assumes all responsibility for any modifications they make to the Deliverables. The Consultant shall not obtain copyright, patent, or other proprietary protection for the Deliverables.

Unless otherwise agreed upon in writing between the parties, copyright to any Deliverable shall be held by the County as a work for hire, provided, however, that the Consultant shall reserve its rights in all methods, pre-existing work, data, software, and data used to prepare such Deliverables. If it is agreed that the Consultant shall retain the copyright for any of the Deliverables, the Consultant agrees to grant to the County a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County purposes: (a) the copyright in any Deliverable developed under the Agreement; and (b) any rights of copyright to which the Consultant purchases ownership for the Agreement.

In the event of any claim or suit against the County arising from any alleged patent or copyright infringement arising out of the performance of the services under this Agreement, or out of the use of any supplies furnished or work or Services performed under said Agreement, the Consultant shall furnish to the County upon request, all evidence and information in possession of the Consultant pertaining to such suit or claim. The Consultant agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or Services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services).

The Consultant agrees that final payment may be withheld until all Deliverables have been received by the Engineer. The Consultant further acknowledges and agrees that, subject to certain statutory exceptions, most documents and records maintained by, and for, the County are public records and are subject to disclosure under the Ohio Public Records Act. All documented evidence of the Services prepared by or for the Consultant under any Agreement with the County shall be produced at the County's request.

## **2.07 – Taxes**

The County represents that it is exempt from all State and local taxation. As long as the County is exempt, the County does not agree to pay any of these taxes. The Consultant, not the County, shall pay any taxes levied upon the Consultant's net income.

## **2.08 – [Reserved]**

## **2.09 – [Reserved]]**

## **2.10 – Finding for Recovery**

By entering into any Agreement with the County, the Consultant affirmatively represents to the County that it is not subject to an unresolved *Finding for Recovery* under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. The Consultant agrees that if this representation is deemed to be false, then the Agreement will be void *ab initio* as between the parties to the Agreement, and any funds paid by the County hereunder shall be immediately repaid to the County, or the County may immediately commence an action for recovery of said funds.

## **2.11 – Use of Offshore Labor and Independent Contractor**

The Consultant agrees that it shall not allow others to perform work or take data outside the United States without express written authorization from the County, and further affirms that all personnel provided for work on this Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

It is fully understood and agreed that the Consultant, their employees, agent(s), and subconsultant(s) are independent contractors and not agents, servants, or employees of the County. The Consultant declares that it is engaged as an independent business and has complied with all applicable Federal, State, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

## **2.12 – Ohio Ethics Law Requirements**

The Consultant agrees that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio Ethics laws.

## **2.13 – Drug Free Work Place**

The Consultant agrees to comply with all applicable State and federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all of the Consultant's

employees, while working on County property or right of way, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## **2.14 – [Reserved]**

## **2.15 – Conflicts of Interest**

The Consultant warrants it has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the Services under the Agreement.

The Consultant shall not employ any person currently employed by the County or the Engineer for any Services included under the provisions of the Agreement. The Consultant may have other contracts with other clients (e.g., utility companies, other units of government, or abutting land owners) whose interests may be in conflict with the objectives of a County or Engineer - initiated Project. It is the Consultant's responsibility to avoid conflicts of interest in these circumstances and to disclose them as soon as they arise.

## **2.16 – [Reserved]**

## **2.17 – Restrictions on Participation in Construction Contracts**

It is understood that the Services performed by the Consultant under any Agreement with the County may result in a highway construction Project initiated by the County or the Engineer. The Consultant, and any of its Subconsultants that have provided Services to the County that have been directly utilized in preparation of construction contract documents, will **NOT** be eligible to provide Services to the construction contractor, or subcontractor, for that Project, either as a prime Consultant or as a Subconsultant. Moreover, the Consultant agrees that, as a limited agent of the Engineer, it will not perform any work for a contractor or subcontractor for said highway construction Project that would facilitate the contractor's or subcontractor's pursuit of a Value Engineering Change Proposal.

## **2.18 – [Reserved]**

## **2.19 – Prequalification Requirements**

The Engineer may require that the Consultant meets the prequalification requirements as defined by ODOT in their *Consultant Prequalification Requirements and Procedures* available on the ODOT website.

## **2.20 – Ownership of Records**

All photography, survey data, reports, studies, drawings, maps, computations, plans, specifications, estimates, and other documented evidence of the Services (including computer generated forms of the preceding), prepared by or for the Consultant as part of the Deliverables under the provisions of the Agreement, shall become and remain the property of the County upon demand, Termination, or completion of the Services provided.

The Consultant agrees that final payment may be withheld until all original aerial photographic

negatives, survey notes and associated original mapping products have been received by the Engineer.

The Consultant further acknowledges and agrees that, subject to certain statutory exceptions, most documents and records maintained by, and for, the County and the Engineer are public records and are subject to disclosure under the Ohio Public Records Act. All documented evidence of the Services prepared by or for the Consultant under any Agreement with the County shall be produced at the County's request.

## **2.21 – Access to the Records and Records Retention**

The Engineer, upon reasonable notice to the Consultant during the negotiation for, and advancement of the Agreement, shall be permitted to inspect the Consultant's facilities and records in order to provide reasonable assurance of the Consultant's ability to provide the Services specified in said Agreement.

Following the Engineer's acceptance of the work, the Consultant and all Subconsultants shall maintain all accounts, papers, maps, reproductions, documentary materials, and other evidence pertaining to the Agreement. The record retention period shall be three years after the date of the County's payment of the final invoice. If Audit findings have not been resolved, the records shall be retained beyond the three-year period. One copy of the appropriate records shall be furnished to the Engineer, or any authorized representatives, if requested, at no additional cost to the County.

The Consultant and each Subconsultant shall provide, at no additional cost, facilities and appropriate personnel to expedite any inspection by the Engineer.

## **2.22 – Cost Principles and Limitations**

The Engineer shall apply the cost principles set forth in FAR Part 31 in negotiating fees under the Agreement and in determining the Actual Total Costs of Services performed in accordance with the Agreement.

Additionally, travel costs will be limited to the current rates provided by the US General Services Administration (at <https://www.gsa.gov/travel/plan-book/per-diem-rates>) for the destination of the travel. This applies to both lodging and M&IE (meal and incidental expenses) costs. Accordingly, the Consultant may not charge overhead or profit on travel-related costs.

The allowable mileage rates will be determined based on the IRS published business rate. This can be found at <https://www.irs.gov/tax-professionals/standard-mileage-rates>

Overhead costs for Fixed Fee Compensation shall be based on the ODOT annually published "Weighted Average Overhead Rate for Calculation of Fixed Fee" unless ODOT approved documentation provided by the Consultant allows for a specific overhead cost (or percentage).

## **2.23 – Methods of Compensation**

The Engineer may use any one of the following methods (individually or in combination), to compensate the Consultant for Services rendered: (1) Lump Sum Compensation, (2) Actual Costs Plus a Fixed Fee Compensation, (3) Rate of Pay Compensation, or (4) Unit of Work Compensation, all as defined in Chapter 1 of these Specifications. At the Engineer's discretion, pre-award, interim, and/or

final Audits may be required for any or all methods.

For Fixed Fee Compensation, the percentage allowed shall be 11% unless otherwise approved by the Engineer.

## **2.24 – Overtime Premium Wages**

For any Agreement or part of an Agreement for which payment is based on Actual Costs Plus a Fixed Fee compensation, Overtime Premium Wages must be approved by the Engineer in writing prior to being incurred.

## **2.25 – Insurance and Indemnity**

The Consultant shall indemnify and hold harmless the County, the Engineer, and all approving parties, and all of their officers, agents, and employees from all damages, suits, actions, claims, judgments, losses or liabilities brought for, or on account of any injuries or damages received by any person or property resulting from any negligent acts, errors, or omission of the Consultant, its employees, agents, Subconsultants, or any other representatives of the Consultant committed in the performance of professional Services under the Agreement.

The total insurance coverage and related provisions specified hereinafter have been selected to provide the minimum protection to the County. The Consultant shall be required to maintain in full force and effect, and at its own expense, from the date of the first Authorization to Proceed until the Engineer's acceptance of the work product, at least the following minimum coverage. Insurance shall be maintained as specified below, for the minimum limits as indicated. Insurance shall be written by insurance companies authorized to transact business in the State of Ohio under the laws of the State and licensed by the Ohio Department of Insurance as either admitted or non-admitted insurers with at least an A- (Excellent) rating from AM Best Co.

The types of insurance coverage specified herein are intended to protect the County and the Engineer from claims for a personal and bodily injury, death, disease, and damage to tangible property including loss of use, arising in any manner from wrongful acts, negligent acts, errors, or omissions of the Consultant, its employees, agents, Subconsultants, their employees or agents, or any other representatives of the Consultant involved in the prosecution of the work.

The County and the Engineer, and their officers and employees, assume no responsibility for the adequacy of limits and coverage in the event of any claims against the Consultant, its officers, employees, Subconsultants or any agent of any of them. The obligations of the indemnity Agreement recited above shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified to the fullest extent of the State's Statutes of Repose.

Certificates of insurance shall be provided in the same manner and form as the insurance policies as set out above.

The Engineer will not issue an Authorization to Proceed nor shall the Consultant commence any portion of the Services until the Consultant certifies that the prerequisite insurance coverages are in effect. In addition, no invoice for any type of compensation will be honored by the Engineer without appropriate

evidence of prerequisite insurance coverage.

A. *Professional Liability Insurance*

Professional liability insurance, either a practice policy or Project policy, is required for all Projects unless noted otherwise in the Agreement. Prior to performing any work, the Consultant agrees to provide evidence of professional liability insurance coverage. The Consultant is responsible for any and all deductibles.

A practice policy shall be the default option if no option is specified in the Scope of Services.

1. Practice Policy Professional Liability Insurance

Practice professional liability insurance shall be carried in an amount not less than \$1,000,000 per claim and \$1,000,000 in aggregate for all claims for negligent performance. Coverage shall be maintained in force for a period ending two years after substantial completion of construction, provided coverage is available to the Consultant.

2. Project Professional Liability Insurance Policy

When required, the Consultant shall provide and maintain a separate professional liability Project insurance policy to insure against negligent performance on a specific Project. The policy shall also include coverage for asbestos exposures, pollution liability and contractor's pollution liability. The Project policy shall cover the design and construction period and a discovery period of not less than two years. The discovery period shall be measured from substantial completion of construction. The Project must be endorsed to the Consultant's practice policy upon expiration of the discovery period. The Project policy shall carry minimum limits per claim and Project aggregate and a deductible amount as required by the Scope of Services. All design professionals and all Subconsultants providing Services, including environmental and geotechnical Services, shall be included in the policy as named insured parties.

B. *Workers' Compensation and Employees Liability*

The Consultant shall provide and maintain workers' compensation insurance in compliance with Ohio's Workers' Compensation laws, and any other applicable workers' compensation or disability laws.

C. *Commercial General Liability Insurance*

The Consultant shall provide and maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The Consultant shall provide the Engineer advance notice of a policy cancellation on the project. The policy shall require that the insurer endeavor to notify the Engineer of the policy cancellation.
3. The County and the Engineer, all approving parties, and all of their officers, agents, and employees shall be additional insured parties.

D. *Automobile Liability*

The Consultant shall provide and maintain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the Consultant for the conduct of the Consultant's business, for an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included to cover the assumed liability of the indemnity recited in this paragraph;
2. The Consultant shall provide the Engineer advance notice of a policy cancellation on the project. The policy shall require that the insurer endeavor to notify Engineer of the policy cancellation; and
3. The County, the Engineer, all approving parties, and all of their officers, agents, and employees shall be additional insured parties.

E. *Watercraft Liability*

1. When necessary to use watercraft for the performance of the Consultant's Services under the terms of the Agreement, either by the Consultant, or any Subconsultant, the Consultant shall carry watercraft liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the Consultant under the terms of the Agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harborworkers; and
  - b. Maritime Coverage - Jones Act.
3. The policy shall provide thirty (30) days' notice of cancellation to the Engineer.
4. The County, the Engineer, all approving parties, and all of their officers, agents and employees shall be additional insured parties.

F. *Aircraft Liability*

1. When necessary to use aircraft for the performance of the Consultant's Services under the terms of the Agreement, either by the Consultant or Subconsultant, the Consultant shall carry aircraft liability in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The Consultant shall provide the Engineer advance notice of a policy cancellation on the project. The policy shall require that the insurer endeavor to notify Engineer of the policy cancellation.
3. The County, the Engineer, all approving parties and all of their officers, agents, and employees shall be additional insured parties.
4. Unmanned Aircraft Liability Insurance, if applicable, shall be required at standard industry levels for the type of Unmanned Aircraft employed by Consultant, but in no event shall be less than \$500,000, and shall, at a minimum, include coverage for manufacturer product liability, third party legal liability, premises liability, aviation and premises medical payments, fire, personal injury, war, hi-jacking and terrorism. In no circumstances will the Engineer be responsible for loss or damage to UAS or UAV equipment owned or leased by the Consultant. The Engineer, all approving parties and all of their officers, agents and employees shall be additional insured parties.

G. *Valuable Papers and Records Insurance*

Insurance covering valuable papers and records shall be included only if specifically required in the Agreement.

H. *Umbrella Liability*

Umbrella coverage in excess of the underlying liability policies in an amount not less than \$1,000,000 per occurrence / \$1,000,000 aggregate. The policy shall include the following extensions of coverage:

1. A thirty (30) day notice of cancellation to Engineer; and
2. The following form of primary general and automobile liability coverage:
  - a. The County, the Engineer, all approving parties, and all of their officers, agents, and employees shall be additional insured parties;
  - b. Products and completed Operations (coverage to be included);
  - c. Explosion, Collapse and Underground (exclusions removed);
  - d. Contractual Liability (coverage to be included);
  - e. Watercraft Liability (coverage to be included); and

- f. Aircraft Liability (a \$6,000,000 Aircraft Liability Policy is an acceptable alternative if the Consultant's Umbrella Insurer will not provide aircraft coverage on a following form basis).

#### I. *Notice of Cancellation*

Should any of the above-described insurance policies be cancelled, non-renewed, or be reduced in coverage or limits before the expiration date, the Consultant shall provide the Engineer advance notice of a policy cancellation on the project. The issuing company shall endeavor to notify Engineer of the policy cancellation.

### **2.26 – Environmental Site Assessment Liability**

To the extent that it is required by the terms of the Agreement, the Consultant shall provide Services in accordance with all federal, State and local laws and regulations governing hazardous or toxic substances.

The Consultant acknowledges and agrees that in the event of litigation and/or governmental investigations concerning or arising from the presence or suspected presence of hazardous or toxic substances, including remedial or removal Services performed, that it shall cooperate and assist in such litigation and/or governmental investigations as needed, including, but not limited to, providing testimony, documents, information, or other materials or matters relating to the history of the site, the nature of the contamination at the site, costs of clean-up of the site, responsibility for contamination, alternative methods for clean-up of the site, and other related matters.

### **2.27 – Engineer's Obligations**

The Engineer shall be responsible for administering the Agreement. The Engineer shall provide to the Consultant, during the negotiation and administration of an Agreement, a mutually agreeable number of copies of existing reports, plans, photographs, topographic mapping, traffic data and projections, utility information, administrative guidelines, directives, technical manuals, specifications, and other documents pertinent to the Services.

The Engineer may review the Consultant's submission and provide comments where necessary. Such review shall not relieve the Consultant of any obligation concerning accuracy or completeness of the work. The Engineer represents that the Consultant shall be entitled to rely on the accuracy and completeness of any documents or materials provided by the Engineer, and that the Consultant's use of such documents or materials will not infringe upon any third party's rights, but in no way will the Engineer or the County indemnify the consultant for its use of the documents or materials provided by the Engineer under the Agreement.

### **2.28 – Relationships with Others**

The Consultant shall cooperate fully with the Engineer and approving parties, Consultants on adjacent or overlapping Projects, municipalities, counties, other local government agencies, railroad and utility companies, and other public and private agencies as may be directed by the Engineer. This shall include attendance at meetings, discussions, hearings, provision of plans and other data as may be requested

from time to time by the Engineer.

## **2.28a – Publicity**

All news releases and responses to media inquiries shall be approved and released only through the Engineer.

## **2.29 – Access to the Project Site**

The Engineer shall provide the Consultant legal access rights to the Project site during the performance of the Agreement, including ingress and egress from a public right-of-way.

To ensure amicable public relations, the Consultant shall notify the property owner or person in possession of the property at least 48 hours prior to entry into said property. The notification format shall be approved by the Engineer before use.

The Authorization to Proceed shall constitute permission for the Consultant to occupy public right-of-way within the Project area for the performance of the Services.

## **2.30 – Assignment or Delegation of Services**

### **A. *Assignment of Rights***

The Consultant shall not assign any of its rights under this Agreement without prior written consent of the Engineer. Any assignment not consented to may be deemed void by the Engineer and the County.

### **B *Incorporation of Terms and Conditions***

Any contractual arrangements between the Consultant and any of the sub-consultants shall incorporate the terms and conditions of the Agreement at least by reference and with specificity regarding Section 2.04 – Non-Discrimination Regulations, above.

### **C - *Delegation of Professional Services***

For any Professional Services that require Prequalification, the Consultant shall not subcontract such Services to a non-prequalified firm without first obtaining written approval from the Engineer. Additionally, the use of any Subconsultants other than those specifically identified in the Price Proposal must be approved in writing by the Engineer. If a Consultant elects to subcontract any portion of the Professional Services covered by the Agreement, then, in relation to the portion of the Services delegated to the Subconsultant, the Consultant shall neither be relieved from the responsibility to perform in compliance with provisions of the contract nor the responsibility to maintain adequate insurance coverage as specified by the contract.

### **D. *Delegation of Nonprofessional Services***

No approval will be necessary for the subcontracting of nonprofessional Services such as printing, reproductions, and other routine Services normally performed or provided by those not

a party to the Agreement, provided that compensation for such Services is included in the Prime Compensation.

E. *Compensation for Subconsultant Costs*

The County will not compensate the Consultant for subconsultant fees in excess of the Actual Allowable Costs incurred by the subconsultant. Accordingly, the Consultant may not charge overhead or profit on subconsultant fees, including travel-related costs.

The Consultant shall compensate Subconsultants using the same method of compensation established in the Agreement, unless a different method of compensation is specifically approved in writing by the Engineer. All Subconsultant costs are subject to Audits in accordance with Chapter 3.

The Consultant shall require Subconsultants to provide notice if actual costs will exceed estimated costs. The Consultant shall not allow Subconsultants to exceed their estimated actual costs without prior written approval by the Engineer. The Consultant is further cautioned that cost overruns associated with a Subconsultant's contract are not available for use by the prime Consultant, unless the Engineer and FHWA (if applicable) have given prior written approval.

### **2.31 – Performance of the Services**

The Engineer shall provide written Authorization to Proceed with performance of the Services. No Services shall be performed until such authorization has been issued by the Engineer. Services performed prior to the written Authorization to Proceed are not compensable.

A completion schedule acceptable to the Engineer and the Consultant shall be negotiated for each Agreement.

In the event that the Consultant fails to meet the Project Schedule, all progress payments will stop until:

- A. The Project is back on schedule.
- B. The Engineer agrees to a revised schedule.

Acceptance and approval of a revised work schedule from a Consultant shall not constitute a basis for Modification of the Agreement.

### **2.32 – Evaluation of Consultant Performance**

The Engineer will evaluate the Consultant's performance in order to measure the Consultant's conformance with the Project Schedule and the Engineer's established processes, procedures and criteria. Performance will be evaluated upon completion of the services, but the Engineer reserves the right to conduct interim evaluations. These evaluations will be used to provide Consultants with timely information about deficiencies attributed to their staff and to assist the Engineer in selecting Consultants.

### **2.33 – Compliance with Health and Safety Requirements**

When providing Services that require visiting the site of a County construction Project, the Consultant shall be responsible for compliance with applicable health and safety requirements, including OSHA requirements (29 CFR 1926), and medical testing required by OSHA and County rules and regulations.

The Consultant shall provide, as a minimum, the same level of safety equipment as required for County inspectors. Consultant inspectors shall be subject to compliance inspections by County personnel.

## **2.34 – Reviews**

All preliminary and final studies, reports, designs, plans, specifications, estimates, and other documents prepared by the Consultant may be reviewed by the Engineer.

## **2.35 – Errors and Omissions**

Services provided by the Consultant under the Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Consultant shall be responsible for the accuracy of the Services and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any Additional Compensation from the County. The Engineer's use of the Consultant's Services shall not relieve the Consultant of any responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.

During construction or any phase of work performed by others based on Services provided by the Consultant, the Consultant shall confer with the Engineer when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The Consultant shall prepare any plans or data needed to correct the negligent act, error or omission without Additional Compensation, even though final payment may have been received by the Consultant. The Consultant shall give immediate attention to these changes so there will be a minimum of delay to the contractor.

In the event of any negligent act, error or omission which the Engineer determines to be the responsibility of the Consultant in any phase of the Services, the correction, repair or reconstruction of which may require additional field or office work, the Consultant shall be promptly notified and shall be required to perform such corrective Services as may be necessary without undue delay and without additional costs to the Engineer or the County.

The Consultant shall be responsible for damages including but not limited to economic waste, direct and indirect damages incurred as a result of its negligent act, error or omission, and for losses or costs to repair or remedy construction. Acceptance of the Services by the Engineer shall not relieve the Consultant of responsibility for subsequent correction.

## **2.36 – Financial and Cost Accounting Requirements for Errors and Omissions**

When notified by the Engineer of a potential error or omission, either during Project development or during the construction phase of a Project, the Consultant shall establish and maintain cost accounting records to segregate all costs associated with evaluation and correction of the potential error or omission. All costs associated with errors and omissions, including directly-associated legal fees, must

be borne by the Consultant and may not be charged to any County contract directly or through overhead.

## **2.37 – [Reserved]**

## **2.38 – Dispute Resolution**

In the event of a dispute, the Consultant and the Engineer may, by mutual agreement, use the services of a mutually acceptable third party mediator. The mediation process shall be established and controlled by the mediator, and the costs of the mediator's Services shall be borne equally by the Consultant and the Engineer.

If mediation efforts fail, the parties may, by mutual agreement, and to the extent permitted by law, elect to arbitrate the dispute. Arbitration shall be binding upon the parties if agreed to with the cost of the arbitration to be shared equally. The form of arbitration may vary and is again at the option of the Consultant and the Engineer.

Finally, in the event that mediation and arbitration fail to resolve the dispute, the Consultant and the Engineer may pursue all other remedies provided by Ohio law; however, neither Audit findings nor errors and omissions are subject to mediation under this paragraph or any other part of these Specifications.

## **2.39 – [Reserved]**

## **2.40 – Suspension**

The Engineer, may at any time prior to completion of the Agreement, temporarily suspend any Agreement when it is determined to be in the Engineer's interest. Such Suspension shall be provided by written notice. If such Suspension is not lifted within 120 days from the notice of Suspension, the Consultant may request that the Agreement be terminated.

## **2.41 – Termination**

The County may terminate an Agreement at any time prior to its completion. The Engineer shall give written notice to the Consultant regarding anticipated Termination actions.

Total compensation to the Consultant, in the event of Termination, shall be made promptly by the County for the total of all types of compensation earned by the Consultant. This includes the pro rata portion of the Fixed Fee, under the provisions of the Agreement to the effective date of said Termination, less any payments previously paid or in the process of payment by the County. The Consultant also shall be reimbursed for the actual costs of its reasonable and necessary mobilization and demobilization expenses. All requests for earned compensation and for any other reimbursements shall be supported with acceptable cost accounting data and documentation of work completed and shall be subject to an Audit by the Engineer. The Consultant shall make no claim for any other liability or compensation (including anticipated profit) from the County or the Engineer by reason of such Termination.

The Consultant shall provide all Deliverables to the Engineer and agrees that final payment may be withheld until all Deliverables have been received.

## **Chapter 3 - Audits, Reviews, and Invoicing**

### **3.01 – Audit and Review Requirements**

The County and the Consultant agree that, by execution of an Agreement incorporating these Specifications, the following review and billing provisions shall pertain and govern in the negotiation and administration of the Agreement.

The County shall subject each Price Proposal to a pre-award review to determine the propriety of proposed costs. To expedite the review, the Consultant's Price Proposal shall contain an itemized breakdown of the estimate for performing the Services. This estimate shall include the Consultant's estimated amounts for Direct Costs (both labor and non-labor costs), Indirect Costs, costs of Subconsultants, and the Fixed Fee. The estimate shall be presented in a format suitable to the County. This is typically accomplished using the standardized format required by ODOT.

The Consultant is responsible for establishing and maintaining an acceptable Cost Accounting System that satisfies the requirements of FAR Part 31. In accordance with FAR Part 31, the Consultant must maintain time records in a manner that will permit, at any time during the performance of the Services or at the conclusion of the Services, a direct comparison of estimated labor listed in the Price Proposal (or agreed to during the final negotiation) to actual labor expended. FAR Part 31 also specifies that the Consultant bears the burden of proof to establish the allowability, allocability, and reasonableness of any costs charged to Government contracts. This applies to all costs, including costs directly assigned to contracts and Indirect Costs that are recovered through the application of an overhead rate and/or facilities capital cost of money (FCCM) rate.

In addition to the pre-award review described above, the County may conduct interim and final Audits to determine the actual, allowable costs incurred during the Agreement period. In all cases, the County shall apply the cost principles and procedures set forth in FAR Part 31, and any other special criteria established in the Agreement. This includes additional Engineer policies and/or interpretations of federal laws and regulations, including the State of Ohio Travel Regulations (Ohio Administrative Code Rule 126-1-02), and the AASHTO Uniform Accounting Guide.

### **3.02 – Invoice Preparation**

The Consultant must submit an acceptable progress schedule and written description of work performed prior to the release of payment. In addition, no invoice for any type of compensation shall be honored by the Engineer without appropriate evidence of prerequisite insurance coverage. The Consultant may submit, not more frequently than once a month or as otherwise stipulated in the Agreement, a billing for the total of all compensation earned.

For all Agreements, all Direct Costs must be properly supported by time records and/or copies of receipts or other acceptable evidence of expenditures. Actual Allowable Costs shall be determined in conformance with applicable provisions of the Engineer's policies and directives, the FHWA's Federal-Aid Policy Guide, and the principles and procedures set forth in FAR Part 31. When specific Engineer and FHWA policies differ from FAR Part 31, the Engineer and FHWA policy shall prevail. Additional information on invoices is in Section 4.04 – Invoice Format.

The amount earned for each type of compensation, unless otherwise set forth in the Agreement, shall be computed for inclusion on the invoice as follows:

- A. *Lump Sum Compensation* shall be computed by applying the actual percentage of progress of the service being performed, as evidenced by the current IPS, to the lump sum amount established in the compensation clause of the Agreement or that portion thereof assigned to the element of the Services.
- B. *Actual Costs Plus a Fixed Fee Compensation* shall be computed as the additive total of all eligible items of Actual Allowable Costs plus that portion of the predetermined Fixed Fee derived by applying the actual percentage of progress of the Services, as evidenced by the current IPS, to the total Fixed Fee established in the Prime Compensation clause of the Agreement.
- C. *Unit of Work Compensation* shall be computed as the additive total of all units of work performed by their respective unit costs as established in the Agreement.
- D. *Rates of Pay Compensation* shall be computed as the additive total of all classifications and increments of service of employees engaged in the work by their rates of pay as established in the Agreement. Non-labor Direct Costs, if separately defined in the Agreement, shall be included in the computation to the extent supported by suitable evidence.
- E. *Rate Adjustments* shall not be made due to a change in the ODOT rate structure during life of the Agreement.

### **3.03 – Compensation and Schedules of Payments**

Unless specifically stated otherwise in the Agreement, the schedule of payments for the Consultant's Services shall be in accordance with the following:

- A. The Engineer shall pay to the Consultant, or its legal representatives, partial payments equal to the compensation earned for authorized Services, less the total of all previous invoices submitted.
- B. Upon completion of the contracted Services, the amount of the final compensation paid shall be one hundred percent of the maximum Prime Compensation earned and shall not exceed the maximum limitations as established in the Agreement.
- C. Unless otherwise instructed, the Consultant shall submit an invoice every 30 days. The format, number of copies, and method of submission shall be as stated in the Agreement or otherwise agreed by the Engineer.
- D. Any payment made by the Engineer under the provisions of the Agreement shall not be conclusive evidence of acceptable performance of the work, either wholly or in part, (See Section 3.37 - Errors and Omissions), or a release from the Consultant's continuing obligations (See Section 2.03).

## Chapter 4 - The Consultant Selection and Agreement Processes

This Chapter establishes the procedures for selecting Consultants to provide professional services and entering into an Agreement (contract) with the Engineer and County.

### 4.01 – Consultant Selection Process

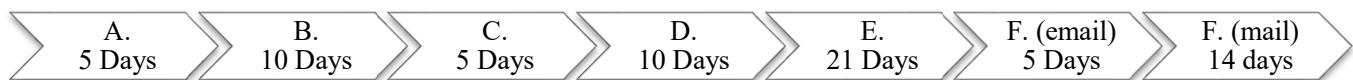
The Engineer shall select Consultants in accordance with the County's *Consultant Selection Policy*.

### 4.02 – Consultant Agreement Process

Once a Consultant is selected for a project, the following steps will occur to enter into an Agreement:

- A. The Engineer will coordinate a scope of services meeting with the Consultant. Details regarding the project and the needed professional services will be discussed. If applicable, an EBE goal will be established and discussed during this meeting.
- B. The Consultant will draft a proposal including a written scope of work and associated fees for the project and submit to the Engineer (via the assigned project manager) for review. The proposal will include all subconsultant scopes and fees needed to complete the project. “If Authorized” scope items must be noted appropriately in the proposal.
- C. The Engineer will provide a printable copy of the Engineer’s standard Agreement to the Consultant electronically.
- D. The Consultant will return one copy of the Agreement with original signatures to the Engineer. The proposal will become part of the Agreement.
- E. The Engineer will forward the Agreement the Board of Commissioners for approval.
- F. When approval is received from the Board of Commissioners, the Engineer will notify the Consultant that the Agreement has been approved and the Consultant is authorized to proceed with work on the project. A fully executed electronic copy of the Agreement will be sent to the Consultant for their records.
- G. A copy of the appropriate insurance certificate(s) must be sent to the Engineer by the Consultant.

The following provides an estimated timeline for the Agreement process outlined above to be completed (approximately 70 calendar days total):



### 4.03 – Performing “If Authorized” Tasks

The consultant must notify the Engineer before performing any tasks listed in the “If Authorized” section of the Scope. The Engineer will formally notify the Consultant in writing if permission is given to utilize these tasks and fees.

### 4.04 – Invoice Format

Invoices are to be submitted electronically in a format compatible with Adobe Acrobat. The pages are not

to be larger than letter size. The following information should be contained in an invoice submitted for review and payment:

- A. Time period covered by the invoice
- B. Current authorization limit
- C. Summary of current costs
  - i. Note staff and rates
  - ii. Subconsultant invoice (include copy of invoice)
  - iii. Printing
  - iv. Mileage
- D. Fixed fee %
- E. Total costs & Fixed fee billed to date
- F. Total costs & Fixed fee previously billed
- G. Total costs & Fixed fee due on the current invoice
- H. Original signature of authorized official
- I. Letterhead and/or company information
- J. Progress reports are to be submitted with every invoice.
- K. EBE Tracking Form

**4.05 – [Reserved]**

## **Chapter 5 - The Agreement Modification Process**

### **5.01 – Initiation**

Modifications to Agreements may be initiated through one of two processes, as follows:

- A. When Additional Services outside the scope of the original Agreement are required, the Engineer may request the Consultant to submit a proposal for a Modification to the original Agreement. The County's request shall be in writing. The request shall clearly state the scope of the Additional Services. When additional clarification is required, the Engineer shall arrange a Scope of Services Meeting.
- B. When a Consultant believes that the scope of services included in the Agreement has been exceeded, the Consultant shall promptly notify the Engineer in writing. Such changes also may be dictated by written procedures included in manuals or decisions made by the Engineer. As the project develops, it is the Consultant's responsibility to advise the Engineer of significant changes in the work that may require modification of the Agreement, and to maintain separate cost accounting for each specific issue. The Engineer's written comments and other technical decisions concerning development of the project shall not be construed as authorization for Additional Services for which Additional Compensation may be claimed. Modification of the Agreement or written authorization to proceed is required prior to the performance of Additional Services. The Consultant may submit a proposal for Modification to the Engineer. The Engineer shall process the request or shall return the proposal to the Consultant with an explanation of the Engineer's denial for further processing.

### **5.02 – Approval of the Fee, County Approval and Agreement Processing**

The Engineer shall accept the proposed fee, offer the Consultant a reduced fee, or negotiate a new fee acceptable to both parties. Should the Modification contain a request for an advance authorization of funds, the Consultants Committee shall determine the acceptability of the request, and the Engineer will notify the Consultant to proceed if approval is granted.

Following acceptance of the fee and receipt of County approval, the Engineer will complete the Modification and authorize the Consultant to proceed.