

Contract No. [XXXXXX]  
Owner Project No. [XXXXXX]  
Iowa DOT Project No. [XXXXXX]

**Standard Consultant Contract**  
**For Local Public Agency Consultant Contracts with Federal-aid Participation**

*(Areas intended for modification are shown in [bracketed blue text with grey highlight]. Drafting instructions are shown with yellow highlight and should be removed when drafting. The header information should also be removed or modified when drafting.)*

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

**BETWEEN** [name of Local Public Agency], the **Owner**, located at:

[street address]  
[city, state, zip]  
Phone: (xxx) xxx-xxxx  
FAX: (xxx) xxx-xxxx

and [Insert Company Name], the **Consultant**, located at:

[street address]  
[city, state, zip]  
Phone: (xxx) xxx-xxxx  
FAX: (xxx) xxx-xxxx

For the following Project: [insert a description of the Federal-aid project here, consistent with the description in the Statewide Transportation Improvement Program]

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide [insert general description of services to be provided here] services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

## TABLE OF CONTENTS

### Article Number And Description

- 1 Initial Information**
  - 1.1 Project Parameters
  - 1.2 Financial Parameters
  - 1.3 Project Team
  - 1.4 Time Parameters
- 1.5 Minimum Qualification Standards
- 2 Entire Agreement, Required Guidance and Applicable Law**
  - 2.1 Entire Agreement of the Parties
  - 2.2 Required Guidance
  - 2.3 Applicable Law
- 3 Form of Compensation**
  - 3.1 Method of Reimbursement for the Consultant
  - 3.2 Subconsultant's Responsibilities for Reimbursement
- 4 Terms and Conditions**
  - 4.1 Ownership of Engineering Documents
  - 4.2 Subconsultant Contract Provisions and Flow Down
  - 4.3 Consultant's Endorsement on Plans
  - 4.4 Progress Meetings
  - 4.5 Additional Documents
  - 4.6 Revision of Work Product
  - 4.7 Extra Work
  - 4.8 Extension of Time
  - 4.9 Responsibility for Claims and Liability
  - 4.10 Current and Former Agency Employees (Conflicts of Interest)
  - 4.11 Suspension of Work
  - 4.12 Termination of Agreement
  - 4.13 Right to Set-off
  - 4.14 Assignment or Transfer
  - 4.15 Access to Records
  - 4.16 Iowa DOT and FHWA Participation
  - 4.17 Nondiscrimination Requirements
  - 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26
  - 4.19 Severability

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

Attachment I - Subconsultant Scope and Budget

[\[Attachment J – Any other attachments are to be listed here\]](#)

## ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

### 1.1 Project Parameters

The objective or use is: [Identify, if appropriate, proposed use or goals and insert here]

### 1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:  
[Insert amount here]

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:  
[Insert amount here]

### 1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:  
[insert name here]

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:  
[insert name here]

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
[Insert first subconsultant]	[Insert amount]	[Insert amount]	[Insert type (from 3.1.2)]
[Insert 2nd subconsultant]	[Insert amount]	[Insert amount]	[Insert type (from 3.1.2)]
[Insert 3rd subconsultant]	[Insert amount]	[Insert amount]	[Insert type (from 3.1.2)]

### 1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted on or before [Insert date here] or [Insert days] calendar days after receiving the notice to proceed (whichever is greater).
2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the **Owner** on or before [Insert date here].
3. Completion of all work under this agreement shall be on or before [Insert date here] unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

*(the above examples may be edited to fit the needs of the project)*

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

## 1.5 Minimum Qualification Standards (MQS)

**1.5.1** The **Consultant** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. [300.04](#), at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category [\[Insert all applicable work categories here\]](#). Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

**1.5.2** All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM [300.04](#). If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

## ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the [\[county name\]](#) County District Court of Iowa, [\[city name\]](#), Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

## ARTICLE 3 FORM OF COMPENSATION

### 3.1 Method of Reimbursement for the Consultant.

**3.1.1** Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C: *(mark method selected with an [X])*

- .1  Cost Plus Fixed Fee - Attachment C
- .2  Lump Sum - Attachment C
- .3  Specific Rate of Compensation - Attachment C
- .4  Unit Price - Attachment C
- .5  Fixed Overhead Rate - Attachment C

**3.1.2** When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated

actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

## ARTICLE 4 TERMS AND CONDITIONS

### 4.1 Ownership of Engineering Documents

**4.1.1** All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

**4.1.2** The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

**4.1.3** The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

**4.1.4** The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

**4.1.5** The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

### 4.2 Subconsultant Contract Provisions and Flow Down

**4.2.1** All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

**4.2.2** The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

**4.3 Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

**4.4 Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

**4.5 Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

**4.6 Revision of Work Product**

**4.6.1** Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

**4.6.2** In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

**4.6.3** Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

**4.7 Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

**4.8 Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

**4.9 Responsibility For Claims And Liability**

**4.9.1** The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

**4.9.2** The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

#### 4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

#### 4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

#### 4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that [insert controlling milestone -- for example "construction"] can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**

**4.17.1** During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The **Consultant** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

**4.17.2** In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

**4.17.3** In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

**4.17.4** The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations



under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

#### 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

**4.19 Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

**[INSERT CONSULTANT NAME]**

By \_\_\_\_\_ Date: \_\_\_\_\_

[Name of Person Signing for Consultant]  
[Position of Person Signing for Consultant]

ATTEST:

By \_\_\_\_\_ Date: \_\_\_\_\_

**[INSERT OWNER NAME]**

By \_\_\_\_\_ Date: \_\_\_\_\_

[Name of Person Signing for the Owner]  
[Position of Person Signing for the Owner]

**IOWA DEPARTMENT OF TRANSPORTATION**  
Accepted for FHWA Authorization\*

By \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

**ATTACHMENT A**  
**Scope of Services**

*Insert scope of services here, as developed and agreed upon jointly by the **Owner** and the **Consultant**.*

*Consider including within the project administration portion of the scope of services something similar to the following for progress reporting and 85% budget notification requirements:*

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be [Choose: waived / provided on a monthly basis].

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as [Choose: one / or insert number] task(s). It is further agreed that the 85% budget notification requirements will be [Choose: waived / required] for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

*Also, for those projects involving road, engineering survey, or geotechnical design tasks, consider including something similar to the following within the project administrative portion of the scope of services:*

The **Consultant** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the **Consultant** will be incorporated into the work by the **Consultant**. If the **Consultant** is of the opinion additional effort will be required, the **Consultant** will so notify the **Contract Administrator**, in accordance with Paragraph 4.7. The **Contract Administrator** will provide written approval or disapproval for the **Consultant** to incorporate said update into the work and indicate how payment for such work will be addressed.

**ATTACHMENT B**  
**Specifications**

*Insert appropriate project specifications here. These should include specific standards or specifications that will govern the production of work products or other deliverables to be provided by the consultant under the contract. Examples may include electronic file specifications, plan formatting, report requirements, etc.*

**ATTACHMENT C (referenced from 3.1)  
 Cost Plus Fixed Fee**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amount of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has [has / has not] been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ [Insert Costs]
Fixed Fee (Prime only)	\$ [Insert Fee]
Contingency (Prime only)	\$ [Insert Contingency, if applicable]
Total Prime Consultant Costs	\$ [Insert Costs]
Subconsultant (1)	\$ [Insert Costs]
Subconsultant (2)	\$ [Insert Costs]
Subconsultant (3)	\$ [Insert Costs]
Total Subconsultant Costs	\$ [Insert Costs]
Maximum Amount Payable	\$ [Insert Amount]

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment [Insert Attachment Number]. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency amount has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. Changes due to an

overhead adjustment are identified in Section 3.1.1.2. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

**3.1.1.2 Reimbursable Costs.** Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations Systems, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: Salary related expenses are [Insert Amount]% of direct salary costs and general overhead costs are [Insert Amount]% of direct salary costs.

Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and the updated overhead rate shall be used to update previous year invoices and subsequent years as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years.

Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the actual costs to be exceeded, the contingency amount will be used.

**3.1.1.3 Premium Overtime Pay.** Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

**3.1.1.4 Payments.** Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services [Insert Amount]% of the amount due.\* Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

*\* Retainage is required only if the contract includes construction inspection and / or administration services. If the LPA elects to withhold retainage on other types of services, or if the contract does not include construction inspection and / or administration services, this sentence should be modified accordingly.*

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT C (referenced from 3.1)  
Lump Sum**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$ [Insert Amount]. The estimated staff hours and fees are shown in Attachment C-1\*

*\* Use of Attachment C-1, Cost Analysis Worksheet, is recommended, but not required for lump sum contracts. However, if not included in the contract, the consultant must still provide similar documentation to the LPA to justify the lump sum fee as part of the contract negotiations.*

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

**3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

**3.1.1.3 Premium Overtime Pay.** Not applicable.

**3.1.1.4 Payments.** Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services [Insert Amount]% of the amount due.\*\*

*\*\* Retainage is required only if the contract includes construction inspection and / or administration services. If the LPA elects to withhold retainage on other types of services, or if the contract does not include construction inspection and / or administration services, this sentence should be modified accordingly.*

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.



**ATTACHMENT C (referenced from 3.1)  
Specific Rate of Compensation**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees not to exceed the maximum amount payable under this Agreement of \$ [Insert Amount].

The maximum amount payable will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the maximum amount payable will be by Supplemental Agreement.

A contingency amount of \$ [Insert Amount] has been established for this Agreement and is included in the maximum amount payable. Written request by the **Consultant** indicating the need and written approval by the **Contract Administrator** and concurrence from the Iowa DOT are needed prior to usage of the contingency amount.

The current schedule of billing rates (direct labor rate, overhead, and fixed fee) are set forth in Attachment C-1.\* The **Consultant** may submit for approval a revised rate schedule once during the contract period. This revision may include a revised overhead rate and revised direct labor rates. The revised rate schedule should be submitted to the **Contract Administrator** for approval and by the **Contract Administrator's** written approval it shall become a part of this Agreement.

*\*The example Cost Analysis Worksheet (Attachment C-1) may be modified for this method of compensation to show the schedule of specific rates instead of a breakdown of direct labor, overhead and fixed fee.*

**3.1.1.2 Reimbursable Costs.** The **Consultant** shall be reimbursed for direct non-salary costs which are directly attributable and properly allocable to the work. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in the overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges, and materials and supplies.

Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

**3.1.1.3 Premium Overtime Pay.** Not applicable.

**3.1.1.4 Payments.** Monthly payments for work completed shall be based on the services completed at the time of the billing and substantiated by monthly progress reports in a form that follows the specific rate schedule. The **Contract Administrator** will check such progress reports and payment will be made for the hours completed at each rate and for direct non-salary costs incurred during said month. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services [Insert Amount]% of the amount due.\*\*

*\*\* Retainage is required only if the contract includes construction inspection and / or administration services. If the LPA elects to withhold retainage on other types of services, or if the contract does not include construction inspection and / or administration services, this sentence should be modified accordingly.*

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery and acceptance of all work contemplated under this Agreement, the

May 26, 2017

**Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT C (referenced from 3.1)  
Unit Price**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a unit price basis in accordance with the following fee schedule. Maximum amount payable is the total cost of \$ [\[Insert Amount\]](#).

The maximum amount payable will not be changed unless there is substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the maximum amount payable will be by Supplemental Agreement.

A contingency amount of \$ [\[Insert Amount\]](#) has been established for this Agreement and is included in the maximum amount payable. Written request by the **Consultant** indicating the need and written approval by the **Contract Administrator** and concurrence from the Iowa DOT are needed prior to usage of the contingency amount.

**3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

**3.1.1.3 Premium Overtime Pay.** Not applicable.

**3.1.1.4 Payments.** Monthly payments for work completed shall be based on the services completed at the time of billing and substantiated by monthly progress reports in a form that follows unit prices in fee schedule. The **Contract Administrator** will check such progress reports and payment will be made for the unit amounts completed. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services [\[Insert Amount\]](#)% of the amount due.\*

*\* Retainage is required only if the contract includes construction inspection and / or administration services. If the LPA elects to withhold retainage on other types of services, or if the contract does not include construction inspection and / or administration services, this sentence should be modified accordingly.*

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

[\[Attach Fee Schedule\]](#).

**ATTACHMENT C (referenced from 3.1)  
 Fixed Overhead Rate**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment [Insert Attachment Number]. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount [has / has not] been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ [Insert Costs]
Fixed Fee (Prime only)	\$ [Insert Fee]
Contingency (Prime only)	\$ [Insert Contingency]
Total Prime Consultant Costs	\$ [Insert Costs]
Subconsultant (1)	\$ [Insert Costs]
Subconsultant (2)	\$ [Insert Costs]
Subconsultant (3)	\$ [Insert Costs]
Total Subconsultant Costs	\$ [Insert Costs]
Maximum Amount Payable	\$ [Insert Amount]

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore, once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment C-1. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be

changed by a Supplemental Agreement, Work Order, or Amendment, or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

**3.1.1.2 Reimbursable Costs.** Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary-related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used for the duration of the contract: Salary-related expenses are [Insert %] of direct salary costs and general overhead costs are [Insert %] of direct salary costs, for a composite rate of [Insert %].

**3.1.1.3 Premium Overtime Pay.** Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

**3.1.1.4 Payments.** Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services [Insert Amount] % of the amount due.\* Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

*\* Retainage is required only if the contract includes construction inspection and / or administration services. If the LPA elects to withhold retainage on other types of services, or if the contract does not include construction inspection and / or administration services, this sentence should be modified accordingly.*

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT C-1  
 Cost Analysis Worksheet**

Contract xxxxx, [Either insert "Base Agreement" or "Supplemental Agreement No. \_\_\_\_"]  
 Project Number: \_\_\_\_\_

**I. Direct Labor Cost (Prime Only)**

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Engineer I			
Engineer II			
Tech I			
Tech II			
		Payroll total	\$ _____

**II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)**

IIA. Indirect Cost Factor: [Insert COH factor] (% X I)	\$ _____
IIB. FCCM Factor: [Insert FCCM factor] (% X I)	\$ _____*
Combined Overhead and FCCM total:	\$ _____

**III. Direct Project Expenses (Prime Only)**

Phone/Fax	_____		
Mileage	_____	_____ miles @ _____	
Reproduction	_____		
Postage	_____		
Total Direct Project Expenses			\$ _____

**IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III)** \$ \_\_\_\_\_  
 (Rounded)

**V. Fixed Fee (Prime Only) ( \_\_\_\_\_ % X (I + IIA))** \$ \_\_\_\_\_  
**Less FCCM (IIB) - \$ \_\_\_\_\_\***  
 Fix Fee total: \$ \_\_\_\_\_  
 (Rounded)

**VI. Contingency (Prime Only) \_\_\_\_\_ % X (I + II + III)** \$ \_\_\_\_\_  
 (Rounded)

**VII. Subconsultant Expenses (Designate if Cost Plus Fixed Fee (CP), Lump Sum (LS), etc. and include appropriate number of Attachment "I's" as necessary)**

List First Subconsultant Total Costs (EAC+FF+Cont.)	CP \$ _____
List Second Subconsultant Total Costs (EAC+FF)	LS \$ _____
List the remaining Subconsultant for this contract	CP \$ _____

Total Subcontractor Costs \$ \_\_\_\_\_  
 (Rounded)

**VIII. [Indicate type of reimbursement] Agreement Total (IV + V + VI + VII)** \$ \_\_\_\_\_  
 (Maximum Amount Payable) (Rounded)

*\*Including the FCCM in the overhead rate is optional. If included in the overhead, it must be subtracted from the Fixed Fee amount. If FCCM is not included in the overhead, these lines may be omitted from the calculations.*

**ATTACHMENT D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of [\[Insert State\]](#)

[\[Insert County Name\]](#) County

I [\[Insert Name\]](#), [\[Insert Title\]](#) of the

[\[Insert Company Name\]](#) Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(month) (year)



**ATTACHMENT E**

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, [name of signatory], am the [Title] and duly authorized representative of the firm of [Organization], whose address is [Address], and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**ATTACHMENT F**

**CERTIFICATION OF OWNER**

I hereby certify that I, [\[name of signatory\]](#), am the [\[title of signatory\]](#) and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

Signature

---

Date

**ATTACHMENT G**  
**Page 1**

Consultant Name  
 Consultant Address  
 Consultant Address

**Cost Plus Fixed Fee Progressive Invoice**

Date

Invoice No.  
 Invoice Period Covered  
 Consultant Job No.

Client Project No.  
 County  
 Client Project Description  
 Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars  
 Overhead  
 Overhead Adjustments  
 Direct Expenses  
     Mileage  
     Per Diem  
     CADD  
 Estimated Actual Costs  
     [Prime Only] (See Note 1)

Subconsultants (including authorized contingency)  
     Name  
     Name  
     Name

Estimated Actual Costs  
     [Total Subconsultant Costs]

Total Estimated Actual Costs  
     [Prime + Total Subconsultant Costs]

Fixed Fee (See Note 2)  
 Authorized Contingency  
     Total Authorized Amount

Total Billed To Date  
 Remaining Authorized Balance

Unauthorized Contingency  
     Prime  
     Subconsultant Name  
     Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

**ATTACHMENT G**  
**Page 2**

Consultant Name  
 Consultant Address  
 Consultant Address

**Cost Plus Fixed Fee Final Invoice**

Date

Invoice No.  
 Invoice Period Covered  
 Consultant Job No.

Client Project No.  
 County  
 Client Project Description  
 Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars (2001)  
 Labor Dollars (2000)  
 Labor Dollars (1999)  
 Overhead (2001)  
 Overhead (2000)  
 Overhead (1999)  
 Direct Expenses  
     Mileage  
     Per Diem  
     CADD  
 Estimated Actual Costs  
     [Prime Only]

Subconsultants (including authorized contingency)  
     Name  
     Name  
     Name

Estimated Actual Costs  
     [Total Subconsultant Costs]

Total Estimated Actual Costs  
     [Prime + Total Subconsultant Costs]

Fixed Fee  
 Authorized Contingency  
     Total Authorized Amount  
 Total Billed To Date  
 Remaining Authorized Balance

Unauthorized Contingency  
     Prime  
     Subconsultant Name  
     Subconsultant Name

Labor Hours (2001)  
 Labor Hours (2000)  
 Labor Hours (1999)

**ATTACHMENT G**  
**Page 3**

**Cost Plus Fixed Fee Final Invoice Instructions**

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

**ATTACHMENT G**  
**Page 4**

Consultant Name  
Consultant Address  
Consultant Address

**Lump Sum Progressive Invoice**

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

Total Lump Sum Amount [Prime only]  
Percentage Completed  
Total

Less Amount Previously Billed  
[Prime only]  
Total Current Bill [Prime only]

Subconsultants  
Name  
Name  
Name

Total

Current Labor Hours  
Total Labor Hours Incurred To Date  
Total Estimated Labor Hours

Note: When submitting more than the final invoice on a lump sum project, each progressive invoice shall be identified as a "Progressive Invoice" (as in the above title).

**ATTACHMENT G**  
**Page 5**

Consultant Name  
Consultant Address  
Consultant Address

**Lump Sum Final Invoice**

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

Total Lump Sum Amount [Prime only]  
Percentage Completed  
Total

Less Amount Previously Billed  
[Prime only]  
Total Current Bill [Prime only]

Subconsultants  
Name  
Name  
Name

Total

Current Labor Hours  
Total Labor Hours Incurred To Date  
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

**ATTACHMENT G**  
**Page 6**

Consultant Name  
 Consultant Address  
 Consultant Address

**Specific Rate Progressive Invoice**

Date

Invoice No.  
 Invoice Period Covered  
 Consultant Job No.

Client Project No.  
 County  
 Client Project Description  
 Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars  
 Direct Expenses  
     Mileage  
     Per Diem  
     CADD  
 Estimated Actual Costs  
     [Prime Only] (See Note 1)

Subconsultants (including authorized contingency)  
     Name  
     Name  
     Name

Total  
 Authorized Contingency  
     Total Authorized Amount  
 Total Billed To Date  
 Remaining Authorized Balance

Unauthorized Contingency  
     Prime  
     Subconsultant Name  
     Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant only.



**ATTACHMENT G**  
**Page 7**

Consultant Name  
 Consultant Address  
 Consultant Address

**Specific Rate Final Invoice**

Date

Invoice No.  
 Invoice Period Covered  
 Consultant Job No.

Client Project No.  
 County  
 Client Project Description  
 Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars (2002)  
 Labor Dollars (2001)  
 Labor Dollars (2000)  
 Labor Dollars (1999)  
 Direct Expenses  
     Mileage  
     Per Diem  
     CADD  
 Estimated Actual Costs  
     [Prime Only] (See Note 1)

Subconsultants (including authorized contingency)  
     Name  
     Name  
     Name

Total  
 Authorized Contingency  
     Total Authorized Amount  
 Total Billed To Date  
 Remaining Authorized Balance

Unauthorized Contingency  
     Prime  
     Subconsultant Name  
     Subconsultant Name

Labor Hours (2002)  
 Labor Hours (2001)  
 Labor Hours (2000)  
 Labor Hours (1999)

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant only

**ATTACHMENT G**  
**Page 8**

**Specific Rate Final Invoice Instructions**

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with specific rate contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

**ATTACHMENT H**  
**Consultant Fee Proposal**

*Insert prime consultant fee proposal here.*

**ATTACHMENT I**  
**Page 1 of x**  
**SUBCONSULTANT SCOPE AND BUDGET**

Project Number: [Insert Project Number]

State of [Insert State]

I hereby certify that I, [name of signatory], am the [Title] and duly authorized representative of the firm of [name of subconsultant firm], whose address is [Address], and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.

---

Signature

---

Date

[Insert Subconsultant Scope of Services]

[Insert Subconsultant Fee Proposal]