

## Appendix C

### Sample Contract for Professional Services

Contract # xxxx

*Standard Form of Agreement Between [Consultant] and the Iowa Department of Transportation with Standard Form of Consultant's Services*

**AGREEMENT** made as of the [Day in Words] day of [Month in Words] in the year [Year in Words]

**BETWEEN** the [Division] of the Iowa Department of Transportation identified as the *State*:  
(Name,  
address, and  
other information)

and the *Consultant*:  
(Name,  
address, and  
other information)

For the following Project:

The *State* has decided to improve  [Insert Project Name Here]   
in accordance with the current Iowa Transportation Improvement Program. It has been determined that the *State* shall proceed with the preparation of final design, plans, specifications and estimates for the improvements, subject to the concurrence and approval of the Federal Highway Administration, U.S. Department of Transportation.

(When applicable)

The *State* desires to employ the *Consultant* to provide [preliminary survey and] engineering services in connection with the design and preparation of plans, specifications and estimates for the improvements. The *Consultant* is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of professional engineers.

State Project Number                       [Number]

[Federal Project Number                       [Number] ]

## **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 Prequalification

#### **2 Scope Of Services And Other Special Terms And Conditions**

- 2.1 Enumeration of Parts of the Agreement

#### **3 Form of Compensation**

- 3.1 Method of Reimbursement
- 3.2 Subconsultant

#### **4 Terms And Conditions**

- 4.1 Ownership of Engineering Documents
- 4.2 Revision of Plans
- 4.3 Extra Work
- 4.4 Progress Meetings
- 4.5 Additional Plans
- 4.6 Termination of Agreement
- 4.7 Extension of Time
- 4.8 Mediation
- 4.9 Arbitration
- 4.10 Responsibility for Claims and Liability
- 4.11 Right to Set-off
- 4.12 Non-Raiding Clause
- 4.13 General Compliance with Laws
- 4.14 Subletting, Assignment or Transfer
- 4.15 Forbidding Use of Outside Agents
- 4.16 Consultant's Endorsement on Plans
- 4.17 Compliance with Title 49, Code of Federal Regulations
- 4.18 Access to Records
- 4.19 Federal Highways Administration Participation
- 4.20 Severability
- 4.21 Choice of Law and Forum

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

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

Attachment E - Certification of Consultant

Attachment F - Certification of State Department of Transportation

Attachment G - Sample Invoice Form

**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** The financial parameters are;

Amount of the *State'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 *State's* Designated Representative identified as the *Engineer* is:

[Insert *Engineer's* name here]

The *Engineer* is the authorized representative, acting as liaison officer for the *State* 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 *Engineer* and shall be subject to the *Engineer's* approval.

**1.3.2** The *Consultant's* Designated Representative is:

[Insert Representative name here]

**1.3.3** The subconsultants retained at the *Consultant's* expense are:

[Enter Subconsultant name(s) here]

**1.4 Time Parameters**

Date to Proceed: *Consultant* is to begin work under this Agreement on [Insert date here]. (The date the *Consultant* is notified of selection.)

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 accepted on or before [Insert date here].

**1.5 Prequalification**

The *Consultant* shall remain prequalified in work category [Insert number], as defined in Iowa Department of Transportation Policy and Procedure No. 300.04, for the duration of this Agreement. Failure to do so will result in termination of this Agreement.

**ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**

**2.1 Enumeration of Parts of the Agreement.** This Agreement, including its attachments, represents the entire and integrated agreement between the *State* 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 *State* and *Consultant*. This Agreement comprises the documents listed below.

Policy No. 300.12

- 2.1.1** 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.
- 2.1.2** All services herein required and provided shall be in conformity with the Iowa Department of Transportation Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. 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.
- 2.1.3** Other documents as follows:
- .1 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D.
  - .2 Certification of Consultant - Attachment E.
  - .3 Certification of State Department of Transportation - Attachment F.
  - .4 Sample Invoice Form - Attachment G
  - .5 Consultant Fee Proposal - Attachment H
  - .6 [List other attachments, if applicable]

**ARTICLE 3 FORM OF COMPENSATION**

**3.1 Method of Reimbursement**

- 3.1.1** For the *Consultant's* services as described under Article 2, compensation shall be computed in accordance with one of the following compensation methods:  
Indicate method of payment selected with [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  
as defined in Attachment C.

**3.2 Subconsultant**

- 3.2.1** 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 *Engineer*. The prime *Consultant* is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime *Consultant* unless the *Engineer* 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 *State* and shall be delivered to the *Engineer* 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 *State*, 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 *State's* sole risk and without liability or legal exposure to the *Consultant*.

- 4.1.2** The *State* 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 *State* upon completion of the services and payment in full of all moneys due to the *Consultant*.
- 4.1.3** The *State* 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 *State* 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 *State* 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 *State* 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 Revision of Plans**
- 4.2.1** Drafts of work products shall be submitted to the *Engineer* by the *Consultant* for review and comment. The comments received from the *Engineer* 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 *Engineer* shall be in writing. In the event there are no comments from the *Engineer* or reviewing agencies to be incorporated by the *Consultant* into the final work product, the *Engineer* shall immediately notify the *Consultant*, in writing, that the work product shall constitute "satisfactorily completed and accepted work".
- 4.2.2** 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 *State*, 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 during construction. The above and foregoing is not to be construed as a limitation of the *State's* right to seek recovery of damages for negligence on the part of the *Consultant* herein.
- 4.2.3** Should the *Engineer* 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 *Engineer* in writing. This work will be paid for as provided in Article 4.3.
- 4.3 Extra Work**
- 4.3.1** 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 *Engineer* in writing to that effect. In the event that the *Engineer* determines that such work does constitute "Extra Work", the *State* will provide extra compensation to the *Consultant* upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the *Engineer*, no claims will be allowed. However, the *State* shall have benefit of the service rendered.
- 4.4 Progress Meetings**
- 4.4.1** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the *Engineer* 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 *Engineer*, to enable the *Engineer* to pass judgment on the features and progress of the work.

## Policy No. 300.12

### 4.5 Additional Plans

4.5.1 At the request of the *Engineer*, the *Consultant* shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

### 4.6 Termination of Agreement

4.6.1 In the event of the death of any member or partner of the *Consultant's* firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the *State* and the survivors.

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

4.6.3 In the event the Agreement is terminated by the *State* 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 *Engineer* and to the *Consultant*. The *Consultant* shall be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the *Engineer* in the termination notice, except that actual costs to be reimbursed shall not exceed the Estimated Actual costs, plus any authorized contingency.

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

4.6.5 The right is reserved by the *State* to suspend this Agreement at any time. The *Engineer* 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 *State* to the date of such suspension, in accordance with Article 4.6.3 above.

4.6.6 Should the *State* 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*.

4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the 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 *Engineer*.

### 4.7 Extension of Time

4.7.1 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 *Engineer* in the event of a delay attributed to the *State* or the *Engineer*, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the *Consultant*.

### 4.8 Mediation

4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the *State* and the *Consultant* agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The *State* and the *Consultant* further agree to include a similar mediation provision in all agreements with independent contractors and *Consultants* retained for the project and to require all independent contractors and *Consultants* also to include a similar mediation provision in all agreements with subcontractors, subconsultants,

suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**4.9 Arbitration**

**4.9.1** In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Article 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this Article or mediation pursuant to Article 4.8 shall occur in Story County, Iowa.

**4.10 Responsibility For Claims And Liability**

**4.10.1** The *Consultant* shall defend, indemnify and save harmless the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the *Consultant*, its members, agents, stockholders, employees, or subconsultants in connection with performance of this Agreement.

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In lieu of 4.10 above, the following shall be used for contracts administered by the Office of Location and Environment:

**4.10 Responsibility for Claims and Liability**

**4.10.1** The *Consultant* agrees to defend, indemnify, and hold the *State*, its 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 *State* 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. With respect to such liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, brought about or caused in part by the negligence of the *Consultant* or any of its employees, agents, directors, officers, subcontractors or subconsultants, the *Consultant* shall indemnify, defend, and hold harmless the *State*, its agents, employees, assigns and successors, only for that portion of the aforesaid liabilities (including stipulated damages or penalties), costs, demands, losses, claims, damages, attorneys' fees and expenses that is attributable to the negligence of the *Consultant* or any of its employees, agents, directors, officers, subcontractors or subconsultants; provided, however, this limitation does not apply to claims of gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement.

**4.10.2** The *Consultant* shall obtain and keep in force insurance coverage with the minimum limits and coverages specified in Article 1107.02 of the *State's* "Standard Specifications for Highway and Bridge Construction." In addition, the *Consultant* shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000, and all such other insurance required by law.

**4.10.3** The *Consultant* agrees to require all its subcontractors and subconsultants to carry general liability insurance and all such other insurance required by law, in the amounts and otherwise on the terms required by law and as the *Consultant* may deem necessary.

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**4.11 Right to Set-off**

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

**4.12 Non-Raiding Clause**

Policy No. 300.12

- 4.12.1** The *Consultant* shall not engage the services of any person or persons, then in the employment of the *State*, for work covered by this Agreement without the written consent of the employer of such person.
- 4.13** **General Compliance With Laws**
- 4.13.1** The *Consultant* shall comply with all Federal, State and Local laws and ordinances applicable to the work.
- 4.14** **Subletting, Assignment Or Transfer**
- 4.14.1** Subletting, assignment, or transfer of all or part of the interest of the *Consultant* in this Agreement is prohibited unless written consent is obtained from the *Engineer* and approved by the *State* and the Federal Highway Administration. (When applicable)
- 4.15** **Forbidding Use of Outside Agents**
- 4.15.1** The *Consultant* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *Consultant*, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the *Consultant*, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the *State* shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterpart fee.
- 4.16** **Consultant's Endorsement On Plans**
- 4.16.1** The *Consultant* shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.
- 4.17** **Compliance With Title 49, Code Of Federal Regulations**
- 4.17.1** During the performance of this Agreement, the *Consultant* and its assignees and successors in interest agree as follows:
- 4.17.1.1** Compliance with Regulations
- 4.17.1.1.1** The *Consultant* will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- 4.17.1.2** Nondiscrimination
- 4.17.1.2.1** The *Consultant*, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The *Consultant* will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.
- 4.17.1.3** Solicitation for Subconsultants, Including Procurement of Materials and Equipment
- 4.17.1.3.1** 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 race, religion, age, physical disability, sex, or national origin.

**4.17.1.4** Disadvantaged Business Enterprises

**4.17.1.4.1** The *Consultant* or its subconsultants agree(s) 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. The *Consultant* and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa Department of Transportation has submitted to the U.S. DOT, or the *Consultant* has submitted to the Iowa Department of Transportation, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa Department of Transportation and/or *Consultant* agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

Upon notification to the *Consultant* of its failure to carry out the approved program, the *State* and/or the U.S. DOT shall 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* or any of its subconsultants are hereby advised that failure to fully comply with the Iowa Department of Transportation's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or agreement(s) by the *State* or such remedy as the *State* deems appropriate. Refer to Article 4.6 of the Agreement.

**4.17.1.5** Information and Reports

**4.17.1.5.1** The *Consultant* will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *State* or the Federal Highway Administration, to be pertinent to ascertain compliance with 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 *State*, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain information.

**4.17.1.6** Sanctions for Noncompliance

**4.17.1.6.1** In the event of the *Consultant's* noncompliance with the nondiscrimination provisions of this Agreement, the *State* shall impose such contract sanctions as it, or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:

...**1.6.1.1** Withholding of payments to the *Consultant* under the Agreement until the *Consultant* complies, and/or

...**1.6.1.2** Cancellation, termination or suspension of the Agreement, in whole or in part.

**4.17.1.7** Incorporation of Provisions

**4.17.1.7.1** The *Consultant* will include the provisions of Article 4.17.1.1 through 4.17.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The *Consultant* will take such action with respect to any subagreement or procurement as the *State* or Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; 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 *State* to enter into such litigation to protect the interests of the *State* and, in addition, the *Consultant* may request the United States to enter into such litigation to protect the interests of the United States.

Policy No. 300.12

**4.18 Access To Records**

**4.18.1** 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 payment under the Agreement, for inspection and audit by the *State*, Federal Highway Administration, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

**4.19 Federal Highway Administration Participation**

**4.19.1** The work under this Agreement shall be contingent upon and subject to the approval of the Federal Highway Administration (if applicable). The Federal Highway Administration shall have the right to participate in the conferences between the *Consultant* and the *State* and to participate in the review or examination of the work in progress.

**4.20 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.

**4.21 Choice of Law and Forum**

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 Story County District Court for the State of Iowa, Nevada, 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 Iowa Department of Transportation.

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 indicated.

[Print Consultant Name]

\_\_\_\_\_ [Insert Consultant Signature]

[Print Name of Person Signing for Consultant]

[Print Position of Person Signing for Consultant]

ATTEST:

By: \_\_\_\_\_ [Insert signature] \_\_\_\_\_ Date: \_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ [Insert signature] \_\_\_\_\_ Date: \_\_\_\_\_

[Print Name of Person Signing for DOT]

[Print Office Title of Person Signing for DOT]

Policy No. 300.12

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

To be developed jointly by the *State* and the *Consultant*.

[Insert Scope of Services]

**ATTACHMENT B**  
**Specifications**

Specifications for deliverables shall be developed by the *State*.

[Insert Specifications]

**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 for 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. *Consultants'* actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment   . The nature of engineering services is such that actual costs are not completely determinate. Therefore, it is possible that the *Consultant's* actual costs may exceed those shown in Attachment    and as shown below. A contingency amount has been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs	\$ [Insert Costs]
Fixed Fee [Prime Only]	\$ [Insert Fee]
Contingency [Prime Only]	\$ [Insert Contingency]
Maximum Amount Payable	\$ [Insert Amount]

If 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 *Engineer* 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 *Engineer*. The *State* may audit the *Consultant's* cost records prior to authorizing the use of a contingency amount. 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 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. If the *Consultant* exceeds the estimated actual costs for any reason (other than that covered in Section 3.1.1.2.3) before the *Engineer* is notified in writing, the *State* will have the right, at its discretion, to deny the use of the contingency amount.

The fixed fee amount will not be changed unless there is a substantial change in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the *State*. Any change in the fixed fee amount will be made by a Supplemental Agreement or Extra Work Order. The maximum amount payable under this Agreement is \$ [Insert Amount], which is the sum of the above amounts. The maximum amount payable can not be exceeded except by Supplemental Agreement or Extra Work Order if the *Consultant* establishes there is a substantial change in scope, character, or complexity of the services covered by this Agreement and the *Engineer* agrees. 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 *Engineer* in writing. The maximum amount payable may be increased by a Supplemental Agreement or Extra Work Order, or this Agreement will be terminated, with the *State* having the right, at its discretion, to terminate this Agreement without payment of the amount exceeding the maximum amount payable. The *State* 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 Title 48, Subchapter E., Part 30 (full cost accounting standards; when applicable), section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation. These 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.

Policy No. 300.12

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 **State** 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 shall be used to update previous year invoices and subsequent year 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 estimated 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) shall not exceed 2 percent of the total direct salary cost without written authorization.

**3.1.1.4 Payments.** Monthly payments shall be made based on the percentage of 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 **Engineer** 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 **State** shall retain from each monthly payment (Insert Amount)% of the amount due.]\* The portion of the fixed fee to be paid will be in the proportion of the actual work completed and documented on the monthly progress reports.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and/or amounts earned. Payment of 100% of the total cost claimed [inclusive of retainage]\* 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 **State** for possible overpayment determined by final audit.

*\*Insert only if retainage is applicable to the contract.*

**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 this attachment.

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 allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

**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 *Engineer* will check such progress reports and payment will be made for the proportional amount of the lump sum fee. [The *State* shall retain from each monthly payment (Insert Amount)% of the amount due.]\*

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]\* will be made upon receipt and review of such claim. The *Consultant* agrees to reimburse the *State* for possible overpayment determined by final audit.

*\*Insert only if retainage is applicable to the contract.*

**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.

The current schedule of billing rates (direct labor rate, overhead, and fixed fee) are set forth in the following rate schedule. 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 *Engineer* for approval and by the *Engineer's* written approval it shall become a part of this Agreement.

**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 allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

**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 *Engineer* 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 *State* shall retain from each monthly payment (Insert Amount)% of the amount due.]\*

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

*\*Insert only if retainage is applicable to the contract.*

[Attach Fee Schedule].

**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 *Engineer* are needed prior to usage of the contingency amount.

**3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

**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 *Engineer* will check such progress reports and payment will be made for the unit amounts completed. [The *State* shall retain from each monthly payment (Insert Amount)% of the amount due.]\*

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

*\*Insert only if retainage is applicable to the contract.*

[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 for 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. *Consultants'* actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment \_\_. The nature of engineering services is such that actual costs are not completely determinate. Therefore, it is possible that the *Consultant's* actual costs may exceed those shown in Attachment \_\_ and as shown below. A contingency amount has been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs	\$ [Insert Costs]
Fixed Fee [Prime Only]	\$ [Insert Fee]
Contingency [Prime Only]	\$ [Insert Contingency]
Maximum Amount Payable	\$ [Insert Amount]

If 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 *Engineer* 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 *Engineer*. The *State* may audit the *Consultant's* cost records prior to authorizing the use of a contingency amount. 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 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. If the *Consultant* exceeds the estimated actual costs for any reason (other than that covered in Section 3.1.1.2.3) before the *Engineer* is notified in writing, the *State* will have the right, at its discretion, to deny the use of the contingency amount.

The fixed fee amount will not be changed unless there is a substantial change in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the *State*. Any change in the fixed fee amount will be made by a Supplemental Agreement or Extra Work Order. The maximum amount payable under this Agreement is \$ [Insert Amount], which is the sum of the above amounts. The maximum amount payable can not be exceeded except by Supplemental Agreement or Extra Work Order if the *Consultant* establishes there is a substantial change in scope, character, or complexity of the services covered by this Agreement and the *Engineer* agrees. 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 *Engineer* in writing. The maximum amount payable may be increased by a Supplemental Agreement or Extra Work Order, or this Agreement will be terminated, with the *State* having the right, at its discretion, to terminate this Agreement without payment of the amount exceeding the maximum amount payable. The *State* 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 Title 48, Subchapter E., Part 30 (full cost accounting standards; when applicable), section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation. These 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 **State** 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) shall not exceed 2 percent of the total direct salary cost without written authorization.

**3.1.1.4 Payments.** Monthly payments shall be made based on the percentage of 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 **Engineer** 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 **State** shall retain from each monthly payment (Insert Amount)% of the amount due.]\* The portion of the fixed fee to be paid will be in the proportion of the actual work completed and documented on the monthly progress reports.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and/or amounts earned. Payment of 100% of the total cost claimed [inclusive of retainage]\* 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 **State** for possible overpayment determined by final audit.

*\*Insert only if retainage is applicable to the contract.*

**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 of 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.

\_\_\_\_\_ [Sign Here] \_\_\_\_\_  
(Signature)

Subscribed and sworn to this \_\_\_ [ Insert Day ] \_\_\_ day of \_\_\_ [Insert Month] \_\_\_\_\_, [Year].

**ATTACHMENT E**

Project No. [Insert Project Number]

State of [Insert State]

**CERTIFICATION OF CONSULTANT**

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

Signature

**ATTACHMENT F**

**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Director of the Office of [ Design ] of the [ Highway ] Division, Iowa Department of Transportation, 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 expressing stated (if any):

I acknowledge that this certificate is to be furnished 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]

Signature

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

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 (2002)  
Labor Dollars (2001)  
Labor Dollars (2000)  
Labor Dollars (1999)  
Overhead (2002)  
Overhead (2001)  
Overhead (2000)  
Overhead (1999)  
Direct Expenses  
    Mileage  
    Per Diem  
    CADD

Subconsultants (including authorized contingency)  
    Name  
    Name  
    Name

Subtotal  
Fixed Fee  
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)

**ATTACHMENT G**

**Page 2**

**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 3**

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

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)

**ATTACHMENT G**

**Page 4**

**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 G**  
**Page 5**

Consultant Name  
Consultant Address  
Consultant Address

**Cost Plus Fixed Free 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

Subconsultants (including authorized contingency)  
    Name  
    Name  
    Name

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

Unauthorized Contingency  
    Prime  
    Subconsultant Name  
    Subconsultant Name

Labor Hours

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

Consultant Name  
Consultant Address  
Consultant Address

**Lump Sum Invoice**

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

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

Total Lump Sum Amount  
Percentage Completed  
    Total  
Less Amount Previously Billed  
    Total Current Bill  
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 7**

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

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