

**SPECIFICATIONS FOR  
CONSULTING SERVICES  
JANUARY, 1998**

**OHIO DEPARTMENT OF TRANSPORTATION**

# **OHIO DEPARTMENT OF TRANSPORTATION**

## **SPECIFICATIONS FOR THE OFFICE OF CONSULTING SERVICES**

### **PREFACE**

Sections 5501.17, 5501.18 and 5529.03 of the Ohio Revised Code (ORC) authorizes the Director of Transportation to “employ consulting engineers and with the consent of the Controlling Board may enter into contracts for consulting engineering services” ... “and in the awarding of such contracts, compliance with Section 5525.01 of the Ohio Revised Code shall not be required”. Section 127.16 of the ORC authorizes the Controlling Board to waive compliance with Section 5525.01 for other services employed by consultants. These consulting services shall include, among other disciplines, engineering expertise and the full interdisciplinary approach to determining impacts on the environment. The Specifications are incorporated by reference in each agreement, thereby substantially reducing the agreement text.

The Specifications for Consulting Services were originally issued in 1959, and amended in 1960, 1973, 1977 and 1995. This revised document is written from the standpoint of a contractual relationship between the Ohio Department of Transportation and a consultant. Reference to internal Department entities and procedures have been mostly eliminated, with the terms “Department”, “State” and “ODOT” being used interchangeably. Reference to the Department’s internal structure are retained in cases where such is relevant to actions required of the consultant. Chapter 1 and 2 contain Definitions and General Conditions, respectively, applicable to all agreements. Chapter 3 explains auditing and billing aspects of all agreements. Chapter 4 explains the consultant selection process. Chapter 5 explains the agreement modification process. Chapter 6 presents the requirements for price proposals. Chapter 7 explains preparation of consultant cost data for supporting documentation.

A date of last revision has been added in the footing of each sheet to ensure that the copy of the Specifications being incorporated into the agreement is the current copy. Revisions to the Specifications will be issued by the Department when appropriate. The consultant shall be responsible for maintaining a current copy of the Specifications.

In the event that other agencies such as cities or counties having the authority to execute an agreement incorporate portions of these Specifications, their identity should be substituted for the term “State”, as appropriate; and the name and title of that agency’s signatory should be identified, with reference to, or copies of, the legislative authority for the signatory to act for that public body.

**An Equal Opportunity Employer**

## TABLE OF CONTENTS

Chapter 1 - Definitions .....	1-1
1.01 - Abandoned Work .....	1-1
1.02 - Acceptance .....	1-1
1.03 - Actual Allowable Costs .....	1-1
1.04 - Actual Total Costs .....	1-1
1.05 - Additional Compensation .....	1-1
1.06 - Additional Services .....	1-1
1.07 - Adjustment of Prime Compensation .....	1-2
1.08 - Agreement .....	1-2
1.09 - Approving Party .....	1-2
1.10 - Audit .....	1-2
1.11 - Authorization to Proceed .....	1-2
1.12 - Change of Scope .....	1-2
1.13 - Construction Contract Plan .....	1-3
1.14 - Construction Section .....	1-3
1.15 - Consultant .....	1-3
1.16 - Consultants Committee .....	1-3
1.17 - Controlling Board .....	1-3
1.18 - Cost Accounting System .....	1-3
1.19 - Costs Plus a Net Fee Compensation .....	1-4
1.20 - Date of Acceptance .....	1-4
1.21 - Date of Submission .....	1-4
1.22 - Department .....	1-4
1.23 - Design Section .....	1-4
1.24 - Direct Cost .....	1-4
1.25 - Director .....	1-4
1.26 - Enabling Legislation .....	1-5
1.27 - FHWA .....	1-5
1.28 - Indirect Costs (General Overhead) .....	1-5
1.29 - IPS .....	1-5
1.30 - Lump Sum Compensation .....	1-5
1.31 - Maximum Prime Compensation .....	1-5
1.32 - Modification .....	1-5
1.33 - Net Fee .....	1-6
1.34 - ODOT .....	1-6
1.35 - Plan Audit .....	1-6
1.36 - PS&E .....	1-6
1.37 - Price Proposal .....	1-6
1.38 - Prime Compensation .....	1-6
1.39 - Principal .....	1-6
1.40 - PDMS .....	1-7
1.41 - Project .....	1-7
1.42 - Project Schedule .....	1-7

## TABLE OF CONTENTS

1.43 - Public Hearing	1-7
1.44 - Rate of Pay Compensation	1-7
1.45 - Review Time	1-7
1.46 - Services	1-7
1.47 - Specifications	1-7
1.48 - State	1-8
1.49 - Subconsultant	1-8
1.50 - Subfactors	1-8
1.51 - Suspension	1-8
1.52 - TDP	1-8
1.53 - Termination	1-8
1.54 - Unit of Work Compensation	1-9
Chapter 2 - General Conditions	2-1
2.01 - Access to the Project Site	2-1
2.02 - Access to the Records	2-1
2.03 - Appearances, Conferences and Meetings	2-1
2.04 - Exhibits	2-2
2.05 - Compliance with Applicable Laws	2-2
2.06 - Continuing Obligations	2-2
2.07 - Cost Principles and Limitations	2-2
2.08 - Delegation of Services	2-3
2.09 - Dispute Resolution	2-3
2.10 - Non-Appropriation, OBM Certification and Taxes	2-3
2.11 - Environmental Considerations	2-4
2.12 - Errors and Omissions	2-4
2.13 - Insurance and Indemnity	2-5
2.14 - Partnering	2-9
2.15 - Methods of Compensation	2-9
2.16 - Non-Discrimination Regulations	2-9
2.17 - Ownership of Documents	2-11
2.18 - Performance of the Services	2-11
2.19 - Publicity	2-12
2.20 - Qualifications of Consultants	2-12
2.21 - Relationships with Others	2-13
2.22 - Reviews and Acceptances	2-13
2.23 - State's Obligations	2-13
2.24 - Suspension	2-13
2.25 - Termination	2-13
2.26 - Warranty	2-14

## TABLE OF CONTENTS

Chapter 3 - Auditing and Billing .....	3-1
3.01 - Audit Requirements .....	3-1
3.02 - Billing Preparations .....	3-1
3.03 - Compensations and Schedules of Payments .....	3-2
Chapter 4 - Consultant Selection Process .....	4-1
4.01 - Consultant Selection Process .....	4-1
4.02 - Prequalification .....	4-1
4.03 - Technical Proposal Selection Process .....	4-1
4.04 - Selection of Consultants for Exempt Projects .....	4-5
4.05 - Selection of Consultants for Construction Inspection Services .....	4-5
4.06 - Additional Confidential Information .....	4-6
Chapter 5 - The Agreement Modification Process .....	5-1
5.01 - Initiation .....	5-1
5.02 - Approval of the Fee, Controlling Board Approval and Agreement Processing ..	5-1
Chapter 6 - Price Proposals for Agreements and Modifications .....	6-1
6.01 - General .....	6-1
6.02 - Submittal Requirements .....	6-1
6.03 - Requirements for Price Proposals - Proposal Format .....	6-2
6.04 - Letter of Transmittal .....	6-2
6.05 - Table of Contents .....	6-3
6.06 - Proposal Cost Summary .....	6-3
6.07 - Proposed Labor Rates .....	6-4
6.08 - Proposed Overhead and Cost of Money Rates .....	6-4
6.09 - Non-Labor Direct Cost Summary .....	6-4
6.10 - Project Narrative .....	6-4
6.11 - Listing of Subconsultants .....	6-5
6.12 - Project Schedule .....	6-5
6.13 - Appendix A - Scope of Services Minutes .....	6-5
6.14 - Appendix B - Subconsultant Proposals .....	6-6
6.15 - Appendix C - Other Attachments .....	6-6
6.16 - Binding Requirements .....	6-6
6.17 - Controlling Board Requirements .....	6-6
Chapter 7 - Preparation of Consultant Cost Data for Supporting Documentation .....	7-1
7.01 - General .....	7-1
7.02 - Determination of Consultant's Costs .....	7-1
7.03 - Format for Preparation of Consultant's Cost Data and Supporting Documentation .....	7-3

## **TABLE OF CONTENTS**

### Exhibits

- Exhibit 1 - Certificate of Drug-Free Workplace Compliance
- Exhibit 2 - Consultant Selection Rating Form for Selection of Firms to Submit  
Technical Proposals
- Exhibit 3 - Consultant Selection Rating Form for Selection of Most Qualified  
Firm from Technical Proposals
- Exhibit 4 - Consultant Selection Rating Form Notes
- Exhibit 5 - Requirements for Letters of Interest
- Exhibit 6 - Requirements for Technical Proposals
- Exhibit 7 - Checklist for Price Proposals New Agreements
- Exhibit 8 - Checklist for Requests for Modification
- Exhibit 9 - Checklist for Revised Price Proposals
- Exhibit 10 - Proposal Cost Summary
- Exhibit 11 - Detailed Breakdown of Proposed Total Hours, Personnel Categories and  
Labor Rates
- Exhibit 12 - Overhead Rate Schedule (Organization Name) Fiscal Year Ending (Date)

## **Chapter 1 - Definitions**

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

### **1.01 - Abandoned Services**

Abandoned services is a fully or partially completed portion of the services which, subsequent to the date of authorization to proceed, is deleted from the work because of a change of scope.

### **1.02 - Acceptance**

A review by the State and approving parties determines the acceptability of a submission by the consultant and is followed by a written notice of acceptance from the State to the consultant.

### **1.03 - Actual Allowable Costs**

Actual allowable costs are eligible amounts determined on the basis of costs incurred as distinguished from predicted or estimated costs. Generally Accepted Accounting Principles (GAAP) shall be the basis for recognizing actual allowable costs.

### **1.04 - Actual Total Costs**

Actual total cost in an agreement is the sum of the allowable direct costs and indirect costs incurred or to be incurred pursuant to the agreement.

### **1.05 - Additional Compensation**

Additional compensation is compensation that is negotiated for additional services after written authorization to proceed is received by the consultant. It is in addition to and independent from the prime compensation for the services.

### **1.06 - Additional Services**

Additional services are the performance by the consultant of all contractual requirements and the furnishing of all equipment, supplies and materials required to achieve the general purpose and specific objectives of any modifications to the agreement.

### **1.07 - Adjustment of Prime Compensation**

An adjustment of prime compensation is an amount which, only by a modification to the agreement, may be added to or subtracted from the prime compensation as a result of a change in scope of services.

### **1.08 - Agreement**

An agreement is the contract between the signatories defining the rights and obligations of the signatories. The purpose of the agreement is to secure the performance of professional services. The term agreement shall include all modifications.

### **1.09 - Approving Party**

An approving party is a party, other than the signatories to an agreement, upon whose acceptance the signatories must depend in the advancement or development of the services including but not limited to the FHWA and appropriate local officials.

### **1.10 - Audit**

An audit is a formal examination and checking of accounting records and/or cost presentations, either actual or proposed, to verify their reasonableness, allowability, and allocability for negotiating agreement fees and determining agreement costs for Federal, State and Local participation.

### **1.11 - Authorization to Proceed**

An authorization to proceed is a written communication from the State to the consultant to start any unit or element of the services to be performed specified in the agreement. This authorization to proceed shall establish any conditions and restraints necessary for the performance of the services. An authorization to proceed shall be sent by regular mail to the consultant.

### **1.12 - Change of Scope**

A change of scope is an addition, a reduction, a substitution or a revision in the complexity, character or duration of the services.

### **1.13 - Construction Contract Plan**

Construction contract plan is the complete set of construction drawings, specifications and estimated quantities required to construct a transportation improvement.

### **1.14 - Construction Section**

A construction section is the entire design section or a portion thereof for which a construction contract plan is prepared.

### **1.15 - Consultant**

A consultant is the engineer or engineering firm, or other qualified specialized entity identified to perform professional or specialized services as a signatory to an agreement. The term consultant is also defined to include any past or present partner, officer, director, stockholder, or employee of the engineering firm or specialized entity.

### **1.16 - Consultants Committee**

The Consultants Committee is comprised of senior employees to whom the Director of Transportation has delegated the authority to select consultants, negotiate the terms of agreements and administer agreements with the consultants. The authority of the Consultants Committee shall extend to committees within District Offices or other ODOT Offices as appointed by the Consultants Committee to act on their behalf.

### **1.17 - Controlling Board**

Controlling Board means the State Controlling Board as defined in Chapter 127 of the Ohio Revised Code.

### **1.18 - Cost Accounting System**

A cost accounting system is the systematic and timely classification, recording, allocation, presentation, and interpretation of costs, either actual or proposed, paid or required to be paid in the performance of services. The cost accounting system involves a higher level of accountability than generally recognized in simple cash basis financial accounting systems.

### **1.19 - Costs Plus a Net Fee Compensation**

Costs plus a net fee compensation is a form of reimbursement that is a combination of two factors:

- A. The consultant's actual allowable costs and;
- B. A net fee as set forth in the agreement.

### **1.20 - Date of Acceptance**

For interim submissions, the date of the written notice of acceptance from the State to the consultant is the date of acceptance for that submission. For the final submission of the services performed, the date of acceptance shall be the date that the State approves the consultant's work product.

### **1.21 - Date of Submission**

The date of submission by the consultant is considered as the date it is received by the State, at the address designated by the State.

### **1.22 - Department**

Department stands for the Ohio Department of Transportation and may be used interchangeably with State or ODOT.

### **1.23 - Design Section**

A design section is a geographic delineation between logical connective or geographic termini or limits within which the specified contractual services are to be performed.

### **1.24 - Direct Cost**

A direct cost is any labor or non-labor cost which can be identified within a particular agreement.

### **1.25 - Director**

Director refers to the Director of the Ohio Department of Transportation

## **1.26 - Enabling Legislation**

Enabling legislation is the existing or required legal documentation between the State and other political subdivisions setting forth or creating appropriate authority for the proposed inter-relationships, reimbursements, compensations, cooperation or consent between the legislative entities. The legislation shall set forth the interests of each (city, county, planning commission, etc.) in the ownership and administration or a consultant's agreement or other aspects of project administration.

## **1.27 - FHWA**

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

## **1.28 - Indirect Costs (General Overhead)**

An indirect cost is one which is not readily subject to treatment as a direct cost. Direct costs of minor dollar amount may be treated as indirect costs. After direct costs have been determined and charged to the agreement or other work as appropriate, indirect costs are those remaining allowable costs to be allocated to the agreement.

## **1.29 - IPS**

IPS stands for the invoice and progress schedule, a management tool used by the State to monitor project progress as well as project costs.

## **1.30 - Lump Sum Compensation**

A lump sum compensation is a remuneration that establishes a specific total amount payable for the performance of the services.

## **1.31 - Maximum Prime Compensation**

Maximum prime compensation is the not to exceed limit of the prime compensation under the provisions of an agreement.

## **1.32 - Modification**

A modification is a legal adjustment to an agreement made necessary as a result of: (1) a change of scope which may require an adjustment of prime compensation; or (2) additionally required services to be performed that may require the adjustment of prime compensation.

### **1.33 - Net Fee**

Net fee is the dollar amount established to provide for the consultant's profit, miscellaneous expenses and other factors that may be considered under the applicable regulations and that are not paid for in other provisions of the agreement.

### **1.34 - ODOT**

ODOT refers to the Ohio Department of Transportation and may be used interchangeably with the terms State and Department.

### **1.35 - Plan Audit**

A plan audit is the inspection and evaluation by the State of the services performed by the consultant to determine the completion percentage at any time during the execution of or subsequent to completion of the services.

### **1.36 - PS&E**

PS&E stands for Plans, Specifications and Estimates for a construction contract.

### **1.37 - Price Proposal**

A price proposal is the consultant's written submission of the project requirements and includes a narrative description of the project and proposed services together with a detailed schedule of requested compensations.

### **1.38 - Prime Compensation**

The prime compensation is the monetary remuneration specified for payment by the State to the consultant for acceptable elements of the agreement.

### **1.39 - Principal**

A principal in a consultant organization is an individual who is a sole proprietor, owner, partner, shareholder, or contracting officer in the organization.

#### **1.40 - PDMS**

PDMS refers to the Program Development Management System, a system utilized by ODOT for management of highway projects and project funding.

#### **1.41 - Project**

A project is the subject of the agreement between ODOT and the consultant.

#### **1.42 - Project Schedule**

A project schedule is a tabular delineation of the consultant's agreed schedule of submittals.

#### **1.43 - Public Hearing**

A public hearing is a public forum that is conducted following a legal notice and is held on Federal or State-aid projects.

#### **1.44 - Rate of Pay Compensation**

A rate of pay compensation is a type of remuneration that establishes a specific rate of pay in the agreement applicable for each classification of employee, including principals, for the time the consultant directly utilizes each such individual in the performance of the agreement.

#### **1.45 - Review Time**

Review time is the elapsed time between the date of submission of a complete and adequately prepared item and its date of acceptance.

#### **1.46 - Services**

The services are the performance by the consultant of all contractual requirements and the furnishing of all equipment, supplies and materials required to complete the agreement.

#### **1.47 - Specifications**

The word Specifications, as used herein, shall be limited to mean these Specifications for Consulting Services of the Ohio Department of Transportation.

#### **1.48 - State**

The State is the state of Ohio, represented by the Director of Transportation or his designee.

#### **1.49 - Subconsultant**

A subconsultant is any person or organization to whom the consultant has subcontracted, transferred, or assigned any portion of his contractual obligations.

#### **1.50 - Subfactors**

Subfactors are defined as important aspects of a project that will play a large role in the consultant selection process. Subfactors are considered in the scoring through normal selection criteria, but firms with experience or a record of good performance in the subfactors would receive relatively higher scores. Subfactors may play a predominant role in evaluating the categories of project manager, strength/experience of assigned staff including subconsultants, and consultant's past performance. Examples of subfactors would be an unusual bridge type, a complex geotechnical or foundation situation, or a very complex interchange configuration.

#### **1.51 - Suspension**

An action taken by the Director to temporarily stop all or selected services that are included in a specific agreement.

#### **1.52 - TDP**

TDP means ODOT's Transportation Development Process.

#### **1.53 - Termination**

An action taken by the Director to stop and conclude all services.

### **1.54 - Unit of Work Compensation**

A unit of work compensation is remuneration that establishes a specific unit amount payable for each unit of services performed.

The State and the consultant agree, by execution of an agreement incorporating these Specifications, that the following general conditions shall pertain and govern, except as amended.

The prevailing order of precedence of contractual incorporation shall be:

- A. the agreement
- B. the scope of services
- C. the Specifications

## **CHAPTER 2 - GENERAL CONDITIONS**

### **2.01 - Access to the Project Site**

The State shall provide the consultant legal access rights to the project site during the performance of the agreement, including ingress and egress from a public right-of-way.

Prior notice of said entry shall be given to the property owner or person in possession of the property at least 48 hours before entry to assure amicable public relations. The notification format shall be approved by ODOT before use.

The authorization to proceed shall constitute permission for the consultant to occupy public right-of-way within the project area for the performance of the services. If so specified in the scope of services, the State may require the consultant to notify the district before occupying a traveled lane. The State may require that the consultant submit a lane closure/traffic maintenance plan for approval.

### **2.02 - Access to the Records**

The State or approving parties, upon reasonable notice to the consultant during the negotiation for, and advancement of the agreement shall be permitted to inspect the consultant's professional, technical and financial conditions, the firm's cost accounting system, and other facilities and records in order to provide reasonable assurance of the consultant's ability to provide the contract services.

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

The consultant and each subconsultant shall provide, at no additional cost, facilities and appropriate personnel to expedite any inspection by the State or the approving parties.

### **2.03 - Appearances, Conferences and Meetings**

The consultant shall provide appropriately qualified representatives for meetings which the State deems necessary. This includes but is not limited to project development conferences, construction contract plan and report interpretation conferences, location and design conferences, utility relocation conferences, plan and progress review meetings, public meetings, and other such representations as may be required prior to the final acceptance of the services.

## ***CHAPTER 2 - GENERAL CONDITIONS***

### **2.04 - Exhibits**

The non-contractual exhibits, attached to the Specifications, contain policies, sample forms and guidelines which may be modified, altered, or augmented by the State at any time.

### **2.05 - Compliance with Applicable Laws**

The consultant shall comply with any and all Ohio, Federal and local statutes, ordinances, and regulations and obtain all permits that are applicable to the performance of the services set forth in the agreement.

### **2.06 - Continuing Obligations**

In the event of death, incapacity, resignation, or termination of any of the consultant's principals or key personnel, or the reorganization or change of ownership of the consultant, neither the consultant nor the surviving principals shall be relieved of their continuing obligation to completely perform their responsibility for the scheduled completion of the services set forth in the agreement.

### **2.07 - Cost Principles and Limitations**

The State shall apply the cost principles set forth in Title 48 Code of Federal Regulations, Part 31, of the Federal Acquisition Regulation System (FARS), in negotiating fees under the agreement and in determining the actual total costs of services performed in accordance with the agreement.

Additionally the State has a policy limiting actual allowable costs for travel.

The State's limitation on travel is governed by Section 126.31 of the Ohio Revised Code as quoted, in part, as follows:

Notwithstanding any other statute to the contrary, no executive officer, legislative officer, or judicial officer of the supreme court, and no member or employee of, or consultant to any State agency, whose compensation is paid in whole or in part from state funds shall travel at state expense to attend any association, conference, or convention, or perform official duties, inside this state except as authorized by the appropriate state agency and in the manner, and at the rates that do not exceed those, provided by rule of the Director of the Office of Budget and Management adopted in accordance with Chapter 119 of the Ohio Revised Code.

Travel rules prescribed by the Director of the Office of Budget and Management are filed in Chapter 126-1-02 of the Administrative Code pursuant to Section 119 of the Ohio Revised Code.

## ***CHAPTER 2 - GENERAL CONDITIONS***

**CAUTION:** In the event of rule changes the agreement is amended accordingly.

All price proposals and Agreement invoices shall be in accordance with OBM's Administrative Rule 126-1-02.

### **2.08 - Delegation of Services**

The consultant shall not subcontract any services that require prequalification to a non-qualified firm without prior written approval from the State. Additionally, any proposed change of the subconsultants that were named in the price proposal must be approved in writing by the State. Subcontracting professional services shall not relieve the consultant from his responsibility for the performance and insurance compliance for the portion of the delegated services.

No approval will be necessary for the subcontracting of nonprofessional services such as printing, reproductions, and other routine services normally performed or provided by others, provided that compensation for such services is included in the prime compensation.

The State shall not reimburse the consultant for approved subcontracting expenses that are in excess of the actual allowable costs submitted by the consultant. Said costs shall not include a profit to the consultant.

### **2.09 - Dispute Resolution**

In the event that there is a dispute, the consultant and the Department may submit the dispute to mediation by a third party who is mutually acceptable. The mediation process shall be established and controlled by the mediator who shall be reimbursed for his services equally by the consultant and the Department.

If mediation efforts fail, the parties may, upon agreement, elect to arbitrate the dispute. Arbitration shall be binding upon the parties if agreed to with the cost of the arbitration to be shared equally. The form of arbitration may vary and is again at the option of the consultant and the Department.

Finally, in the event that mediation and arbitration fail to resolve the dispute, the consultant and the Department may pursue all other remedies provided by law.

### **2.10 - Non-Appropriation, OBM Certification and Taxes**

It is understood that the State of Ohio's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this agreement is terminated as of the date that

## ***CHAPTER 2 - GENERAL CONDITIONS***

the funding expires without further obligation of the State.

This agreement is subject to Section 126.07 of the Ohio Revised Code, which provides, in part, that orders under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

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

### **2.11 - Environmental Considerations**

The State and the consultant shall, in the carrying out of all transportation planning, location design, construction, maintenance and operational considerations, and any other activities with influences upon the environment, evaluate the climatic, edaphic, biotic, aquatic, terrestrial, air, noise, historic, prehistoric, and other factors that influence the ecological community.

All environmental considerations, including the full range of social, economic and ecological factors, shall be analyzed in consonance with applicable Federal, State and Local laws and policies. Proper documentation for these considerations shall include, but not be limited to pertinent information related to the social, economic and environmental factors and the presentation of environmental documents as required by Federal and State laws and policies, and shall be developed in accordance with the State's TDP.

### **2.12 - Errors and Omissions**

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

The consultant shall be responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the State. Acceptance of the services by the State shall not relieve the consultant of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.

During construction or any phase of work performed by others based on services provided by the consultant, the consultant shall confer with the State when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The consultant shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the consultant. The

## ***CHAPTER 2 - GENERAL CONDITIONS***

consultant shall give immediate attention to these changes so there will be a minimum of delay to the contractor.

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

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

### **2.13 - Insurance and Indemnity**

The consultant shall indemnify and save harmless the State and approving parties and all of their officers, agents, and employees from all suits, actions or claims brought for, or on account of any injuries or damages received by any person or property resulting from any negligent acts, errors, or omission of the consultant, its employees, agents, subconsultants, or any other representatives of the consultant involved in the furtherance of its agreement. The total insurance coverage and related provisions, specified hereinafter, have been selected to provide the minimum protection to the State intended by the pre-described indemnity. The consultant shall be required to maintain in full force and effect, from the date of the first authorization to proceed until the State's acceptance of the work product, at least the following minimum coverage. Insurance shall be maintained as specified below, for the minimum limits as indicated. Insurance shall be written by insurance companies authorized to transact business in the State of Ohio under the laws of the State and licensed by the Department of Insurance as either admitted or non-admitted insurers.

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

The State of Ohio, ODOT, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the consultant, its officers, employees, subconsultants or any agent of any of them, and the obligations of the indemnity agreement recited above shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the State's Statutes of Repose.

Certificates of insurance shall be provided in the same manner and form as the insurance

## **CHAPTER 2 - GENERAL CONDITIONS**

policies as set out above.

The State will not issue an authorization to proceed nor shall the consultant commence any portion of the services until the consultant certifies that the prerequisite insurance coverages are in effect. In addition, no invoice for any type of compensation will be honored by the State without appropriate evidence of prerequisite insurance coverage.

### **A. Professional Liability Insurance**

Professional liability insurance, either a practice policy or project policy, is required for all projects unless noted otherwise in the agreement. A practice policy shall be the default option if no option is specified in the scope of services.

#### **1. Practice Policy Professional Liability Insurance**

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

#### **2. Project Professional Liability Insurance Policy**

When required, the consultant shall obtain a separate professional liability project insurance policy to insure against negligent performance on a specific project. The policy shall also include coverage for asbestos exposures, pollution liability and contractors pollution liability. The project policy shall cover the design and construction period and a discovery period of not less than two years. The discovery period shall be measured from substantial completion of construction. The project must be endorsed to the consultant's practice policy upon expiration of the discovery period. The project policy shall carry minimum limits per claim and project aggregate and a deductible amount as required by the scope of services. All design professionals and all subconsultants providing services, including environmental and geotechnical services, shall be included in the policy as named insureds.

### **B. Workers Compensation and Employees Liability**

The consultant shall obtain worker's compensation insurance in compliance with Ohio's Worker's Compensation laws, and any other applicable worker's compensation or disability laws.

### **C. Commercial General Liability Insurance**

The consultant shall obtain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall be on an occurrence form,

## **CHAPTER 2 - GENERAL CONDITIONS**

and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to ODOT.
3. The State, all approving parties, and all of their officers, agents, and employees shall be additional insureds.

### **D. Automobile Liability**

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

1. Contractual Liability coverage shall be included to cover the assumed liability of the indemnity recited in this paragraph.
2. The policy shall provide thirty (30) days notice of cancellation to ODOT.
3. The State, all approving parties, and all of their officers, agents, and employees shall be additional insureds.

### **E. Watercraft Liability**

1. When necessary to use watercraft for the performance of the consultant's services under the terms of the agreement, either by the consultant, or any subconsultant, the consultant shall carry watercraft liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

## **CHAPTER 2 - GENERAL CONDITIONS**

2. If the maritime laws apply to any work to be performed by the consultant under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harborworkers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to ODOT.
4. The State, all approving parties, and all of their officers, agents and employees shall be additional insureds.

### **F. Aircraft Liability**

1. When necessary to use aircraft for the performance of the consultant's services under the terms of the agreement, either by the consultant or subconsultant, the consultant shall carry aircraft liability in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to ODOT.
3. The State, all approving parties and all of their officers, agents, and employees shall be additional insureds.

G. Valuable Papers and Records Insurance only as may be specifically required in the agreement.

### **H. Umbrella Liability**

Coverage in excess of the underlying liability policies in an amount not less than \$1,000,000 Combined Single Limit shall be written on an occurrence form, and the following extensions of coverage included:

1. A thirty (30) day notice of cancellation to ODOT.
2. Following form of primary general and automobile liability coverage.
  - a. The State, all approving parties, and all of their officers, agents, and employees shall be additional insureds.
  - b. Products and completed Operations (coverage to be included).

## **CHAPTER 2 - GENERAL CONDITIONS**

- c. Explosion, Collapse and Underground (exclusions removed).
- d. Contractual Liability (coverage to be included).
- e. Watercraft Liability (coverage to be included).
- f. Aircraft Liability (a \$6,000,000 Aircraft Liability Policy is an acceptable alternative if the Consultant's Umbrella Insurer will not provide following form aircraft coverage).

### **2.14 - Partnering**

For specific projects as noted in the scope of services, the consultant will be required to enter into a cooperative partnership agreement with ODOT and the construction contractor. The objective of this agreement is the timely completion of the project and quality product. The "Partnering Agreement" will not affect the terms and conditions of the consultant agreement. It is a document which is solely intended to establish an environment of cooperation between parties.

### **2.15 - Methods of Compensation**

The State utilizes four methods of compensating the consultant for services rendered. The four methods are Lump Sum Compensation, Costs Plus a Net Fee Compensation, Rate of Pay Compensation and Unit of Work Compensation, all as defined in Chapter 1 of the Specifications. Pre-award, interim and final audits may be required for all methods, at the discretion of ODOT.

### **2.16 - Non-Discrimination Regulations**

During the performance of the agreement, the consultant, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Title 49 Code of Federal Regulations, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the agreement.
- B. Non-discrimination: The consultant, with regard to services performed after award and prior to completion of the work, will not discriminate on the ground of race, color, religion, gender, sexual orientation, age, disability, national origin, Vietnam era Veteran status or ancestry 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

## ***CHAPTER 2 - GENERAL CONDITIONS***

practices when the agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitations of subconsultants, including procurement of material and equipment: In all solicitations either by competitive bidding or negotiation made by the consultant for services to be performed by a subconsultant, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to non-discrimination on the ground of race, color, religion, gender, handicap, Vietnam Veteran era status, national origin or ancestry.
- D. Information and Reports: The consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA 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 State or the FHWA, as appropriate, and shall set forth the efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the consultant's noncompliance with the non-discrimination provisions of the agreement the State will impose such sanctions to the agreement as it or the FHWA may determine to be appropriate, including but not limited to:
  - 1. Withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - 2. Termination or suspension of the agreement in whole or in part
- F. Incorporation of Provisions: The consultant shall include the provisions of Section 2.16 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The consultant shall take such action with respect to any subconsultant or procurement as the State or the FHWA 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 State may enter into such litigation to protect the interest 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.

## ***CHAPTER 2 - GENERAL CONDITIONS***

### **2.17 - Ownership of Documents**

All photography, survey data, reports, studies, drawings, maps, computations, plans, specifications, estimates, and other documented evidence of the services (including computer generated forms of the preceding), prepared by or for the consultant under the provisions of the agreement, shall become and remain the property of the State upon demand, termination or completion of the services provided.

The consultant further agrees that final payment may be withheld until all original aerial photographic negatives, survey notes and associated original mapping products have been received by the State.

### **2.18 - Performance of the Services**

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

The consultant shall comply with and provide services in accordance with Chapter 4733 of the Ohio Revised Code.

The consultant shall maintain time records in a manner that will permit, at any time during the performance of the services or at the conclusion of the services, a direct comparison of estimated person-hours listed in the price proposal (or agreed to during the final negotiation) to actual person-hours expended.

A project schedule is required for all projects. For final development phase projects the project schedule shall :

- A. Establish milestone submittal dates and approval dates for each required submittal to assist the consultant and ODOT in monitoring completion of the services.
- B. Development of an invoice form that establishes the basis of compensation on certain required submittals designated as “invoice milestones”.

The Department shall provide a project schedule form indicating all required submittals, the invoice milestones, and review time commitments. The consultant shall submit completion times measured in days from authorization for all required submittals and the proposed percentages of the total fee attributable to each invoice milestone with the price proposal. A project schedule acceptable to ODOT and the consultant shall be negotiated.

## ***CHAPTER 2 - GENERAL CONDITIONS***

In the event that the consultant fails to meet the project schedule, all progress payments will stop until:

- A. The project is back on schedule.
- B. The Department agrees to a revised schedule.

Acceptance and approval of a revised work schedule from a consultant shall not constitute a basis for modification of the agreement.

The State will evaluate the consultant's performance in order to measure the consultant's conformance with the project schedule and ODOT's established processes, procedures and criteria.

These evaluations will be used to:

- A. Provide consultants with timely information about deficiencies attributed to their staff.
- B. Track changes in the quality of services produced by the consultant.
- C. Assist in focusing review efforts on poorly performing consultants.
- D. Assist ODOT in maintaining a list of pre-qualified consultants.
- E. Assist ODOT in selecting consultants

### **2.19 - Publicity**

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

### **2.20 - Qualifications of Consultants**

Consultants must be prequalified by the Department in order to perform design, environmental and other services that are included in the Department's "Consultant Prequalification Requirements and Procedures". The Department may waive prequalification in the selection of consultants for services that are not included therein.

The State may, in verification of a consultant's qualifications, conduct pre-award evaluations of the consultant's professional and financial capabilities and capacities, including, but not limited to, the adequacy of the prospective consultant's cost accounting system to segregate and accumulate reasonable, allocable, and allowable costs.

## ***CHAPTER 2 - GENERAL CONDITIONS***

In order to comply with these requirements, the consultant shall maintain current prequalification with the Department.

### **2.21 - Relationships with Others**

The consultant shall cooperate fully with the State and approving parties, consultants on adjacent or overlapping projects, municipalities, counties, other local government agencies, railroad and utility companies, and other public and private agencies as may be directed by the State. This shall include attendance at meetings, discussions, hearings, provision of plans and other data as may be requested from time to time by the State.

### **2.22 - Reviews and Acceptances**

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

### **2.23 - State's Obligations**

An ODOT District Office or Central Office shall be responsible for administering the agreement. The State shall provide to the consultant, during the negotiation and administration of an agreement, a mutually agreeable number of copies of existing reports, plans, photographs, topographic mapping, traffic data and projections, utility information, administrative guidelines, directives, technical manuals, specifications, and other documents pertinent to the services.

The State may review the consultant's submission and provide comments where necessary. Such review shall not relieve the consultant of any obligation concerning accuracy or completeness of the work.

### **2.24 - Suspension**

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

### **2.25 - Termination**

The Director of Transportation may terminate an agreement at any time prior to completion of the agreement. The Director shall give written notice to the consultant.

## ***CHAPTER 2 - GENERAL CONDITIONS***

Total compensation to the consultant, in the event of termination, shall be made promptly by the State for the total of all compensations earned by the consultant. This includes the pro rata portion of the net fee, under the provisions of the agreement to the effective date of said termination, less any payments previously paid or in the process of payment by the State. The consultant also shall be reimbursed for the actual costs of his reasonable and necessary mobilization and demobilization expenses. All requests for earned compensation and for any other reimbursements shall be supported with acceptable cost accounting data and shall be subject to an audit by the State. The consultant shall make no claim for any other liability or compensation (including anticipated profit) from the State by reason of such termination.

### **2.26 - Warranty**

The consultant shall not employ or retain any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure an agreement, or agree to pay any fee, commission, percentage, brokerage fee, gifts, or other considerations, contingent upon or resulting from the award or making of an agreement with ODOT.

For breach or violation of this warranty, the State shall have the right to cancel this agreement without liability, or, at its discretion to deduct from the prime compensation or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## ***CHAPTER 3 - AUDITING AND BILLING***

### **3.01 - Audit Requirements**

The State and the consultant agree, by execution of an agreement incorporating these Specifications, that the following auditing and billing provisions shall pertain and govern in the negotiation and administration of the agreement.

The State shall subject each price proposal which exceeds \$250,000 to a pre-award audit to determine the propriety of proposed costs. Price proposals less than this amount may be subject to an audit on a selected basis. In order to expedite the audit, the consultant's price proposal shall contain an itemized breakdown of the estimate for performing the services as stipulated in Chapter 6. This estimate shall include the consultant's estimated amounts for direct costs (both labor and non-labor costs), indirect costs, costs of subconsultants, and the net fee. The estimate shall be presented in a format suitable to the State. Required formats are contained and explained in Chapter 6.

The consultant is responsible for establishing and maintaining an acceptable cost accounting system which satisfies the requirements of Title 48 Code of Federal Regulations, Part 31.

In addition to the pre-award audit described above, the State may conduct interim and final audits to determine allowable costs actually experienced during the agreement. In all cases, the State shall apply the cost principles and procedures set forth in Title 48 Code of Federal Regulations - Part 31 and any other special criteria established in the agreement.

### **3.02 - Billing Preparations**

An acceptable progress schedule is required to be submitted prior to the release of payment. In addition, no invoice for any type of compensation shall be honored by the State without appropriate evidence of prerequisite insurance coverages. The consultant may submit, not more frequently than once a month or as otherwise stipulated in the agreement, a billing for the total of all compensations earned.

For actual cost agreements, all direct costs must be properly supported with copies of receipts or other acceptable evidence of expenditures. Actual allowable costs shall be determined in conformance with applicable provisions of the State's policies and directives, FHWA's Federal-Aid Highway Program Manuals, and the principles and procedures set forth in Title 48 Code of Federal Regulations - Part 31. When specific State and FHWA policy differs from Federal Procurement Regulations, the State and FHWA policy shall prevail.

### **CHAPTER 3 - AUDITING AND BILLING**

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

- A. Lump sum compensation shall be computed by applying the actual percentage of progress of the service being performed, as evidenced by the current IPS, to the lump sum amount established in the compensation clause of the agreement or that portion thereof assigned to the element of the services.
- B. Costs plus a net fee compensation shall be computed as the additive total of all eligible items of actual allowable costs plus that portion of the predetermined net fee derived by applying the actual percentage of progress of the services, as evidenced by the current IPS, to the total net fee established in the prime compensation clause of the agreement.
- C. Unit of work compensation shall be computed as the additive total of all units of work performed by their respective unit costs as established in the agreement.
- D. Rates of pay compensation shall be computed as the additive total of all classifications and increments of service of employees engaged in the work by their rates of pay as established in the agreement. Non-labor direct costs, if separately defined in the agreement, shall be included in the computation to the extent supported by suitable evidence.

#### **3.03 - Compensations and Schedules of Payments**

The schedule of payments for the consultant's services unless specifically stated otherwise in the agreement, shall be in accordance with the following:

- A. The State shall pay to the consultant, or his legal representatives, partial payments equal to of the compensation earned for authorized services, less the total of all previous invoices submitted.
- B. The amount of the final compensation earned, upon submittal of the completed services shall be one hundred percent of the maximum prime compensation earned and as established in the agreement.
- C. Unless otherwise instructed, the consultant shall submit the following:
  - 1. Signed original transmittal letter and invoice (IPS) with appropriate back-up attached.
  - 2. One copy of the transmittal letter and invoice (IPS) with appropriate back-up attached.

**CHAPTER 3 - AUDITING AND BILLING**

3. Two copies of the transmittal (no IPS and no back-up).
  4. Two copies of the updated project schedule.
- D. All payments shall be made pursuant to Section 126.30 of the Ohio Revised Code.

Furthermore, any payment made by the State under the provisions of the agreement shall not be conclusive evidence of acceptable performance of the work, either wholly or in part, (See Section 2.12 - Errors and Omissions), or a release from the consultant's continuing obligations (See Section 2.06).

## ***CHAPTER 4 - THE CONSULTANT SELECTION PROCESS***

This Chapter establishes the procedures for seeking and processing consultant proposals for agreements between ODOT and a consultant. Agreements between local governments and consultants will follow that agency's approved consultant selection process.

### **4.01 - Consultant Selection Process**

The Department shall select consultants based upon their qualifications.

### **4.02 - Prequalification**

The Department shall establish prequalification requirements and administer the prequalification process accordingly.

Only consultants who have an active prequalification status are eligible for selection for most projects.

### **4.03 - Technical Proposal Selection Process**

#### **A. Project Notification**

The Department shall provide a project notification seeking letters of interest from consultants for their services. The ODOT Internet Website (<http://www.dot.state.oh.us>), updated weekly, shall be utilized for notifications.

The project notification shall contain the following information as appropriate:

Project designation (County-Route-Section).

Project Identification Number (PID).

A description of the project including the location.

Specific services required.

The pre-qualification required to provide the service.

The approximate construction cost.

## ***CHAPTER 4 - THE CONSULTANT SELECTION PROCESS***

Major work elements involved.

Subfactors, if any, that will be considered in the selection process.

Estimated date of authorization.

Time period in which the work must be completed.

The maximum net fee percentage.

A statement regarding the project MBE and DBE participation.

A statement that the selected consultants may be required to submit competitive price proposals, if applicable, or a statement that the project is not eligible for competitive price selection.

Instructions for submitting a letter of interest. Exhibit 5 shall be used for most projects. ODOT will specify an alternate format if appropriate for a specific project.

Name and address of the ODOT official to whom the letter of interest is to be sent.

Date that the letter of interest is due in the designated ODOT office.

### **B. Review Process for Letters of Interest**

The Department shall review the letters received and based upon the firms' qualifications, select approximately 6 for further review, based on the factors set out on the grading form (Exhibit 2). Responses from firms that do not have the required prequalification or that are not complete or responsive shall not be considered.

### **C. Selection of Consultants for Technical Proposals**

The Department shall rate the recommended firms again using Exhibit 2, and select those firms, usually three, they consider most qualified.

ODOT shall request a technical proposal from each selected firm. Exhibit 6 shall be used for most projects. ODOT will specify an alternate format if appropriate for a specific project. A copy of the draft or approved pre-scope of services minutes, whichever is available, shall be provided to each firm as part of the request. A due date shall be established for the receipt of technical proposals by ODOT.

The Department shall place the names of the firms selected to submit technical proposals on the ODOT Website following the selection.

## ***CHAPTER 4 - THE CONSULTANT SELECTION PROCESS***

### **D. Evaluation of the Technical Proposals**

The Department shall review all technical proposals received and may interview the firms at the Department's option.

The Department will evaluate and rank all of the firms submitting technical proposals to determine the most qualified firm. The rankings will be made using the attached Exhibit 3. The highest ranked firm, and if the project is eligible for competitive price competition, all firms determined to be substantially equal, will be invited to the scope of services meeting. Subsequently they will be requested to submit a price proposal.

The Department shall place the names of the selected firms on the ODOT Website following the selection.

### **E. Scope of Services Meeting**

The consultants selected to submit price proposals shall be invited to attend the scope of services meeting. The due date for price proposals shall be announced at the scope of services meeting. The price proposal shall comply with Chapter 6 of the Specifications.

### **F. Price Proposals**

Price proposals shall be organized using the format specified in Chapter 6. Price proposals must be received by the Department by the time and date established at the scope of services meeting. If a price proposal is not received timely or if the proposal does not include the required Controlling Board information, the proposal may receive no further consideration.

Prior to opening the price proposals, the Department shall prepare an estimate for the services to be performed.

The Department may accept the proposed fee, offer the consultant a lower fee, or negotiate with the consultant. If negotiation with the highest ranked consultant fails to result in an agreed upon fee, the Department will notify that firm in writing of the termination of negotiations. The next highest ranked consultant will be invited to a scope of services meeting and then be requested to submit a price proposal. If negotiations again fail, the same procedure shall be followed with the next most qualified firm until an agreement has been negotiated. If the remaining consultants are considered not to be qualified, the notification and selection phases will be repeated.

When a project is eligible for competitive price selection and multiple firms are determined to be substantially equal following technical selection, the firm submitting the lowest responsive total fee shall be considered most qualified. Selection shall be based on the total fee shown in the proposal, irrespective of any mathematical errors or other discrepancies in the calculation of the total

## ***CHAPTER 4 - THE CONSULTANT SELECTION PROCESS***

fee. The Department shall open and read the price proposals in a public place and report the results on the Department's Website. Only the total proposed fee will be read and included in the selection announcement on the Website. All other information contained in the proposals as well as the State's estimate is confidential and not available for public disclosure until an authorization to proceed has been issued by the Department.

A consultant submitting a competitive price proposal has 48 hours after the competitive price proposals are opened to recheck the proposal for errors. In the event that such an error is detected, the consultant must let the proposed fees stand as submitted or withdraw its proposal. The consultant will not be permitted to alter its total proposed fee.

If the consultant does not notify ODOT of an error in its proposal within 48 hours, the Department will deem the consultant's proposal valid. If the consultant determines that its price proposal is in error and desires to withdraw, the consultant shall send a letter to the Administrator, Office of Contracts requesting withdrawal. The withdrawal letter shall include an explanation supported by worksheets or other documentation.

Prior to selecting the consultant, the Department will evaluate the price proposal.

If any of these checks reveal that:

The proposal does not meet ODOT's requirements for price proposals, or

The proposal is not responsive to or indicates a lack of understanding of the scope of services, or

The fee is not reasonable for the work defined by the scope of services, or

The consultant has sent a letter to ODOT requesting withdrawal of its price proposal,

The Consultants Committee may declare the proposal non-responsive. In that event, the next lowest priced proposal shall be evaluated.

If all price proposals are declared non-responsive, the Department may:

Select from those firms that submitted a technical proposal but were not invited to attend the scope of services meeting and schedule another scope of services meeting; or

Select from those firms submitting letters of interest and schedule another scope of services meeting, or

Repeat the notification and selection phases.

## **CHAPTER 4 - THE CONSULTANT SELECTION PROCESS**

### **G. Controlling Board Approval, Agreement Processing and Authorization**

After final selection and acceptance of fees, the Department shall obtain Controlling Board approval and prepare an agreement for execution by the consultant and Director of Transportation.

#### **4.04 - Selection of Consultants for Exempt Projects**

The Department may directly select consultants for projects that are exempt from the technical proposal selection process, as follows:

Projects for which the estimated design fee does not exceed \$40,000.

Projects determined by the Director to be an emergency requiring immediate action.

Projects requiring special expertise which only a limited number of consultants can provide.

The Department shall recommend firms, usually three, considered most capable of performing the services, select the firm they consider most qualified, and publish the selection on the ODOT Website.

Following the selection, development of an agreement shall proceed in the same manner as the technical proposal process.

#### **4.05 - Selection of Consultants for Construction Inspection**

The following process applies to the selection of consultants to provide construction inspection services for the Department. This process is based on the exemption ( from the technical proposal selection process) for projects in programs requiring multiple contracts and a large number of professional design firms. The Department shall establish the estimate of need for consultant inspection services and request letters of interest by posting a notification on the ODOT Website. The notification shall request resumes of the consultant's project manager and proposed inspectors. The Department shall select consultants based on qualifications of the proposed consultant personnel and past performance of the consultant.

Following the consultant selection, the Department will publish the selections on the Website, and notify the firms of their selection and the maximum fee offered by the Department. If an offer is rejected, a substitute selection may be made at the Department's discretion. After agreement execution, the consultant will be authorized to proceed as directed by the Department.

## ***CHAPTER 4 - THE CONSULTANT SELECTION PROCESS***

### **4.06 - Additional Confidential Information**

All selection information including consultant letters of interest, technical proposals and price proposals, and the Department's selection ratings and estimate, shall be considered confidential and will not be available for public disclosure until after an authorization to proceed has been issued by the Department.

## ***CHAPTER 5 - THE AGREEMENT MODIFICATION PROCESS***

### **5.01 - Initiation**

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

- A. The Department may request a proposal for a modification from a consultant specifying that additional services are to be performed. The request shall be in writing, signed by a Deputy Director or designee. The request shall clearly state the scope of the additional services. When additional clarification is required, the Department shall arrange a scope of services meeting.
- B. A consultant may, when the firm believes that the scope of the agreement has been exceeded, submit a proposal for modification to the ODOT office administering the agreement. That office shall process the request, or return the proposal to the consultant with an explanation of the Department's denial for further processing. When specifically requested by the consultant, the ODOT office must forward a proposal for modification to the Consultants Committee when there is an unresolved dispute regarding the need for or extent of the alleged additional services.

### **5.02 - Approval of the Fee, Controlling Board Approval and Agreement Processing**

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

Following acceptance of the fee and receipt of Controlling Board approval, the Department will complete the agreement and authorize the consultant to proceed.

## ***CHAPTER 6 -PRICE PROPOSALS FOR AGREEMENTS AND MODIFICATIONS***

### **6.01 - General**

This Chapter governs proposals for both agreements and modifications. Separate checklists are provided as Exhibits 7, 8 and 9 to aid in the preparation of proposals for new agreements, requests for modification and revised proposals, respectively.

### **6.02 - Submittal Requirements**

#### **A. Agreements, direct selection**

Submit four (4) copies of each price proposal to the Office of Contracts, and one (1) copy to the District Deputy Director, or other ODOT office administering the agreement.

#### **B. Agreements, competitive price proposals**

Submit four (4) copies of each price proposal to the Office of Contracts. Do not submit a copy to the District. The proposal and copies shall be submitted in a sealed envelope prominently marked "Confidential, Competitive Price Proposal Enclosed". Also show the project designation and the consultant name on the envelope.

#### **C. Requests for modification**

Submit six (6) copies of each price proposal to the District Deputy Director, or ODOT office that administers the agreement.

#### **D. Revised proposals**

Revised proposals resubmitted in total must meet all requirements for original submittal. Include the date of the original proposal in the new transmittal letter and state that the original submittal is void.

Partial revisions to proposals must include a letter of transmittal, maintain a coherent page numbering system, and include the revision date in the lower left hand corner of each revised page and new page. All revisions to proposals, however small, shall be submitted in accordance with these requirements.



## ***CHAPTER 6 -PRICE PROPOSALS FOR AGREEMENTS AND MODIFICATIONS***

The letter of transmittal must be dated and signed by an officer of the firm and submitted on letterhead. Attach a copy of the letter of transmittal to each copy of the proposal. Include a statement in the letter of transmittal that the prime consultant has reviewed each subconsultant proposal for mathematical accuracy and adherence to the scope of services.

### **6.05 - Table of Contents**

The table of contents must include all items listed in the required proposal format. All pages must be consecutively numbered beginning with the proposal cost summary, excluding the appendices. Each document included in the appendices shall have a separate numbering system.

### **6.06 - Proposal Cost Summary**

The required Proposal Cost Summary format is included as Exhibit 10. This document is available as an electronic file in both Quattro Pro 6.01 for Windows and Lotus formats on the ODOT Website (<http://www.dot.state.oh.us>).

The file name for the Proposal Cost Summary is COSTSUM.WB1 or COSTSUM.WK1. These files include a suggested format for calculation and presentation of the detailed breakdown of the total hours proposed in terms of personnel categories and labor rates. This format can be utilized directly in proposals by printing this portion of the file as an 8-½" x 11" document separate from the Proposal Cost Summary.

Please note that the personnel categories shown are generic categories utilized by ODOT. These categories must be changed to accurately reflect the staff make-up and personnel categories of the individual consultant. Additional categories may be added at the discretion of the consultant (the calculations for total hours and direct labor costs must be changed accordingly).

Please note that the Department will not accept responsibility for the programming provided. The consultant remains totally responsible for the accuracy of proposals submitted.

A task listing (in accordance with the final scope of services minutes) will be provided at the scope of services meeting. This task listing will reflect the contractual "parts" to be included in the agreement, with a subtotal for each. A grand total shall be provided.

Please maintain the column/row line number format provided as part of the task listing and print these row numbers on the submitted proposal cost summary. Provide the completed document in portrait print format. The task listing provided shall not be revised unless directed in writing by the Department.

As a supplement to the proposal, submit the proposal cost summary on a 3-½ inch high density computer diskette in a format compatible with Quattro Pro 6.01 for Windows (provide two

## ***CHAPTER 6 -PRICE PROPOSALS FOR AGREEMENTS AND MODIFICATIONS***

(2) identical diskettes for proposals with a total fee that exceeds \$250,000). Include all subconsultant proposals on the same diskette. Mark the project designation, consultant name, and submittal date on the diskette. The consultant's submitted documents will remain as the proposal. The diskette is submitted for the use and convenience of the Department.

### **6.07 - Proposed Labor Rates**

Provide a detailed breakdown of the total hours proposed in terms of personnel categories and labor rates. A suggested format is included with Exhibit 11.

### **6.08 - Proposed Overhead and Cost of Money Rates**

Provide the basis of estimation for the proposed rates, such as a statement that a prior year or projected rate has been used, or a reference to a recent audit by the Department.

### **6.09 - Non-Labor Direct Cost Summary**

Provide a backup summary of non-labor direct costs that provides documentation of each non-labor direct cost listed in the proposal cost summary.

### **6.10 - Project Narrative**

A. Agreements - The project narrative shall provide (in the following order):

1. A brief description of the project limits.
2. A general work description (do not repeat other information that is included in the scope of services).
3. Project requirements that affect the cost of producing the work, in the same order as the work tasks.

Project narratives should be quite brief for non-complex projects. Projects with complex requirements will require a more complete narrative.

B. Modifications - For modifications provide a detailed description of the change in scope of services, a detailed description of the plan elements affected by the change, including changes in project limits, and a description of the state of plan completion at the date of request.

**CHAPTER 6 -PRICE PROPOSALS FOR AGREEMENTS AND MODIFICATIONS**

**6.11 - Listing of Subconsultants**

The prime consultant must provide in his proposal a comprehensive list of all subconsultants proposed to work on the project, including those to be contracted by other subconsultants. In the event that a subconsultant retains another subconsultant, that information must be provided to the Department.

The listing of subconsultants shall be provided in the following format:

<u>Subconsultant</u> <u>Work</u>	<u>Work</u> <u>Category</u>	<u>Total Amount</u> <u>Proposed</u>
-	-	-
-	-	-
-	-	-

Total Subconsultant Amount \$ \_\_\_\_\_

If no subconsultants are proposed, include a statement to that effect.

**6.12 - Project Schedule**

A. Agreements - Provide a detailed submittal schedule for all submittals required by the scope of services, relative to the authorization date. Proposed completion schedules shall not exceed the overall completion time shown in the scope of services minutes. The form to be utilized will be provided by the Department. Include a written statement regarding the overall completion time.

B. Modifications - Provide a schedule for the modified services to be performed. Additionally provide a new schedule for the entire agreement with the modified services included.

**6.13 - Appendix A - Scope of Services Minutes**

A. Agreements - Attach a copy of the final scope of services minutes, including the transmittal letter and attendance sheet (prime consultant only).

B. Modifications - Attach copies of relevant correspondence such as a letter from the Department requesting additional services or plan review comments that affect the scope of services.

**CHAPTER 6 -PRICE PROPOSALS FOR AGREEMENTS AND MODIFICATIONS**

**6.14 - Appendix B - Subconsultant Proposals**

Attach subconsultant proposals in the same order as listed under Listing of Subconsultants.

**6.15 - Appendix C - Other Attachments**

**6.16 - Binding Requirements**

Please adhere to the following requirements in proposal layout and binding.

- A. Provide a minimum of 1-½" top margin on all sheets.
- B. Page numbers must be centered at the bottom of each page (refer to Table of Contents for additional requirements).
- C. Use 8-½"x11" bond weight paper only.
- D. All proposals must be top punched, for ACCO 2 hole fastening systems, centered, 2 ¾ inch center to center of holes.
- E. Bind proposals by stapling at the upper left hand corner or utilize an ACCO fastener for very thick proposals. Do not utilize any other binding system.
- F. Do not provide tabbed inserts or other features that may interfere with machine copying.

**6.17 - Controlling Board Requirements**

All price proposals for agreements and modifications shall include one (1) copy of the Controlling Board Criteria as a separately bound attachment, under separate transmittal letter. The requirements for this submittal are as follows:

Active Contracts - The Controlling Board requires a list of the active contracts the prime consultant has with all Ohio agencies and the specifics regarding each of these contracts. This information is to be submitted in the following format:

Name of State Agency: \_\_\_\_\_  
Project: \_\_\_\_\_  
Type of Contracted Services: \_\_\_\_\_  
Percentage Complete: \_\_\_\_\_  
Total Amount of Contract: \_\_\_\_\_

**CHAPTER 6 -PRICE PROPOSALS FOR AGREEMENTS AND MODIFICATIONS**

Subconsultants - If subconsultants are to be utilized under the proposed agreement or proposed modification, the prime consultant shall provide specifics for each subconsultant in the following format:

Subconsultant: \_\_\_\_\_  
Address: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Approximate Fee: \_\_\_\_\_  
Percent of the Total Project: \_\_\_\_\_

EEO/AAP Requirements - The consultant shall provide separate information on their total number of employees nationwide (including Ohio employees) and on the number of Ohio office employees. The necessary information is to include the number and percentage of women, and the number and percentage of minorities in the following format:

Prime Consultant: \_\_\_\_\_  
Address: \_\_\_\_\_

	Nationwide	Ohio
Total Employees	_____	_____
Number of Women	_____	_____
Percent of Women	_____	_____
Number of Minorities	_____	_____
Percent of Minorities	_____	_____

Additionally, if subconsultants are to be utilized under the proposed agreement or proposed modification, the consultant shall provide the same EEO/AAP information described above for each subconsultant, in the same format. If the prime consultant or any subconsultants are based only in Ohio, include a statement to that effect. If any of the above categories do not apply to the prime consultant or the subconsultants, designate as not applicable.

## ***CHAPTER 7 -PREPARATION OF CONSULTANT COST DATA FOR SUPPORTING DOCUMENTATION***

### **7.01 - General**

The consultant shall follow the requirements of this Chapter when preparing cost data and supporting documentation for his price proposal.

Questions concerning these requirements must be addressed to:

Ohio Department of Transportation  
Office of Payroll and Project Accounting  
P.O. Box 899  
Columbus, Ohio 43216-0899

### **7.02 - Determination of Consultant's Costs**

The consultant's price proposal includes the estimation of all costs, to which a net fee is added. During performance the State customarily conducts both interim and final audits of the consultant's records to determine actual allowable costs.

The ODOT consultant prequalification process includes an evaluation of the consultant's cost accounting system. This is necessary to establish and verify the eligibilities and estimated value of the costs to be included in the consultant's price proposal, thereby minimizing final audit controversies and possible disallowance of assumed eligible costs. The actual total cost of an agreement consists of the sum of the allowable "Direct and Indirect Costs" allocable to the agreement plus a net fee. The complete definition of "Direct and Indirect Costs" used in the evaluation of a consultant price proposal is in accordance with paragraph 31.201-1 of the FARS, briefly restated in Sections 1.24 and 1.28 of the Specifications.

The cost items which a consultant may allocate as direct costs may vary from firm to firm. Labor costs will be identified as direct costs in all consultant price proposals.

Items such as travel, printing and reproduction or computer services may, or may not, be included as direct costs in the proposal. Treatment of such costs is addressed in 48 CFR 31.202, as follows: "For reasons of practicality, any direct cost of minor dollar amount may be treated as an indirect cost if the accounting treatment is consistently applied to all final cost objectives" and "reproduces substantially the same results as treating the cost as a direct cost".

Please see paragraphs 31.202 and 31.203 for additional explanation.

## ***CHAPTER 7 -PREPARATION OF CONSULTANT COST DATA FOR SUPPORTING DOCUMENTATION***

Generally the indirect cost rate used in a consultant's price proposal and subsequent billings is developed by dividing total indirect costs during the most recent fiscal, or calendar year by total direct labor costs incurred during the same fiscal, or calendar year.

The use of a projected indirect cost rate in a price proposal may be acceptable. The rate shall be based on historical rates, and include a detailed disclosure of all assumptions and cost considerations reflected in the projection. Ambiguous and questionable arguments will not be considered. Declines in sales will not be an acceptable argument for projecting higher overhead costs in most cases.

Proposed indirect cost rates shall not reflect the effects of past inefficient or uneconomical practices of the consultant in accordance with 48 CFR 31.203(d). The consultant's method of allocating indirect costs shall be in accordance with generally accepted accounting principles (GAAP) which are consistently applied. The "cash basis" method of determining indirect costs is not applicable.

Total indirect costs will generally include, but are not necessarily limited to such items as these shown below:

A. Payroll related indirect costs

1. Vacation pay
2. Sick leave pay
3. Military leave pay
4. Holiday pay
5. Hospitalization and insurance
6. Employer's social security taxes
7. Unemployment insurance (State and Federal)
8. Workers compensation
9. Retirement (employer's share)
10. Employee welfare

B. General administrative indirect costs

1. Clerical and administrative salaries
2. Legal and accounting salaries and/or fees
3. Rent (or depreciation on Consultant owned buildings)
4. Depreciation of equipment (excluding automotive equipment if included in "per mile" rate claimed as a direct cost)

**CHAPTER 7 -PREPARATION OF CONSULTANT COST DATA FOR SUPPORTING DOCUMENTATION**

5. Building maintenance
6. Equipment repair, maintenance and operation (excluding amounts applicable to automotive equipment under the condition stated in d. above)
7. Insurance (excluding amounts applicable to automotive equipment under the condition stated in d. above)
8. Employee recruitment and training
9. Utilities and telephone
10. Professional registrations (including attendance at meetings if technical and professional organizations)
11. Materials and supplies (office and engineering)
12. Library expenses (including technical books, magazines, journals, etc.)
13. Sundry taxes levied by federal, state and local agencies, exclusive of federal, state and local income taxes
14. Compensation including bonus, as defined by 48 CFR 31.205-6
15. Travel expense, in accordance with Section 141.15 of the Ohio Revised Code

C. Ineligible items of cost include, but are not necessarily limited to such items as:

1. Advertising
2. Bad debts
3. Contributions
4. Distributed profits
5. Donations
6. Entertainment
7. Federal income taxes
8. Fines and penalties
9. Interest on borrowed monies
10. Rental payments (in excess of the normal cost of ownership, between organizations under common control)

Labor and associated indirect costs incurred in connection with the preceding items, and other ineligible items identified in the FARS, are considered unallowable directly associated costs (48 CFR 31.201-6).

**7.03 - Format for Preparation of Consultant's Cost Data and Supporting Documentation**

Exhibit 12 is the suggested format for presenting cost data but may be amended based upon the consultant's particular accounting procedures. Exhibit 12 may be incorporated into all price proposals.

***CHAPTER 7 -PREPARATION OF CONSULTANT COST DATA FOR SUPPORTING DOCUMENTATION***

In the event the consultant cannot provide a schedule similar to Exhibit 12 or believes such information to be irrelevant, the consultant shall discuss this matter with a representative of the Department's Office of Payroll and Project Accounting.

If the consultant has submitted this information with a recent price proposal, it will not be necessary to resubmit unless significant changes or additional information must be presented.

Exhibits

- Exhibit 1 - Certificate of Drug-Free Workplace Compliance
- Exhibit 2 - Ohio Department of Transportation Consultant Selection Rating Form for Selection of Firms to Submit Technical Proposals
- Exhibit 3 - Ohio Department of Transportation Consultant Selection Rating Form for Selection of Most Qualified Firm from Technical Proposals
- Exhibit 4 - Consultant Selection Rating Form Notes
- Exhibit 5 - Requirements for Letters of Interest
- Exhibit 6 - Requirements for Technical Proposals
- Exhibit 7 - Checklist for Price Proposals New Agreements
- Exhibit 8 - Checklist for Requests for Modification
- Exhibit 9 - Checklist for Revised Price Proposals
- Exhibit 10 - Proposal Cost Summary
- Exhibit 11 - Detailed Breakdown of Proposed Total Hours, Personnel Categories and Labor Rates
- Exhibit 12 - Overhead Rate Schedule (Organization Name) Fiscal Year Ending (Date)

**Exhibits**

**Exhibit 1 - Certificate of Drug-Free Workplace Compliance**

The undersigned certifies that the consultant will make a good faith effort to ensure that all consultant employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

---

---

Authorized  
Signature: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant  
Name: \_\_\_\_\_

**ADDITIONAL SIGNATURE FOR JOINT VENTURE**

Authorized  
Signature: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant  
Name: \_\_\_\_\_

**Exhibit 2**

Ohio Department of Transportation  
 Consultant Selection Rating Form  
 for Selection of Firms  
 to Submit Technical Proposals

Project: \_\_\_\_\_  
 PID: \_\_\_\_\_  
 Project Type: \_\_\_\_\_  
 District: \_\_\_\_\_  
 Selection Committee Members: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Firm Name: \_\_\_\_\_

Category	Total Value	Scoring Criteria	Score
Firm's Location  (Proximity of office where majority of work is to be performed to project site)	5	0 - 100 km	5
		101 - 200 km	4
		201 - 300 km	3
		301 - 400 km	2
		401+ km	1
<b>Management &amp; Team</b>			
Project Manager	15	See Note 1, Exhibit 4	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note 2, Exhibit 4	
MBE/DBE Participation  (* Award 5 points if the Consultant is an MBE or DBE)	5	*	5
		> 15%	4
		10.1% - 15%	3
		5.1% - 10%	2
		0.1% - 5%	1
	0%	0	
Consultant's Past Performance	40	See Note 3, Exhibit 4	
Present Workload with ODOT	10	0 - \$750k	10
		\$750k - \$1,150k	8
		\$1,150k - \$2,250k	6
		\$2,250k - \$3,000k	4
		\$3,000k +	2
<b>Total</b>	<b>100</b>		



#### **Exhibit 4 - Consultant Selection Rating Form Notes**

The notes below are applicable to both Exhibit 2, Selection of Firms to Submit Technical Proposals and Exhibit 3, Selection of Most Qualified Firm from Technical Proposals.

1. The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the Department. The selection committee may contact other Districts and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

2. The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, other Districts and other agencies may be contacted.

3. The consultants' past performance on similar projects shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider DAES performance ratings if available, and consult other Districts, ODOT Central Offices, and other agencies as appropriate.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

## **Exhibit 5 - Requirements for Letters of Interest**

### **A. General Instructions for Preparing and Submitting a Letter of Interest**

1. Provide the information requested in the Letter of Interest Format (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.
2. Letters of Interest shall be limited to ten single sided pages.
3. Please adhere to the following requirements in preparing and binding letters of interest:
  - a. Provide a minimum of 1½” top margin on all sheets.
  - b. Page numbers must be centered at the bottom of each page.
  - c. Use 8½" x 11" bond weight paper only.
  - d. Letters of interest must be top punched, for ACCO 2-hole fastening systems, centered, 2¾” center to center of holes.
  - e. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
  - f. Do not provide tabbed inserts or other features that may interfere with machine copying.
4. Send one original letter of interest to the named contact person.
5. Letters of interest must be received by the end of business on the due date.

### **B. Letter of Interest Format**

1. List the types of services for which your firm is currently prequalified by the Department, and list significant subconsultants, their current prequalification categories and MBE/DBE status, and the percentage of work to be performed by each subconsultant.
2. List the last Department approval date and the expiration date of your firm’s Equal Employment Opportunity/Affirmative Action Plan.
3. List the location of the office where the majority of the work will be performed, and the distance in kilometers to the project site.

## **Exhibit 5 - Requirements for Letters of Interest**

4. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the design.
5. List your present workload with the Department, excluding construction inspection agreements, defined as the total value of current agreements minus invoiced amounts.
6. Provide evidence of compliance with House Bill 300 by including the following statement:

The Consultant affirms that, as applicable, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000 to the Governor or to his campaign committees.

**SHOULD THIS STATEMENT NOT BE INCLUDED THE FIRM WILL NOT BE CONSIDERED FOR SELECTION.**

## **Exhibit 6 - Requirements for Technical Proposals**

### **A. General Instructions for Preparing and Submitting a Technical Proposal**

1. Each item in the Technical Proposal Format (Item B below) requires a complete answer. Please provide concise answers and do not provide information which is not requested.
2. Please provide a transmittal letter on the firm's letterhead, signed by an officer of the firm.
3. Please adhere to the following requirements in preparing and binding technical proposals:
  - a. Provide a minimum of 1½" top margin on all sheets.
  - b. Page numbers must be centered at the bottom of each page.
  - c. Use 8½" x 11" bond weight paper only.
  - d. All proposals must be top punched, for ACCO 2-hole fastening systems, centered, 2¾" center to center of holes.
  - e. Bind technical proposals by stapling at the upper left hand corner only. Do not utilize any other binding system.
  - f. Do not provide tabbed inserts or other features that may interfere with machine copying.
4. Send one (1) original and three (3) copies to the named contact person.
5. Proposals must be received at the named location on or before 4:30 pm on the due date.

### **B. Technical Proposal Format**

1. Project Organization
  - a. Provide a listing of subconsultants and the type and percentage of work to be performed by each, and MBE/DBE status.
  - b. Provide a project organization chart or listing of key personnel including the project manager, project engineers for important disciplines, and staff members that will be responsible for the design, and a brief description of each person's work experience. Include key subconsultant staff members also.

## **Exhibit 6 - Requirements for Technical Proposals**

### 2. Technical Approach

#### a. Understanding of Project

Please explain your method of project development to best illustrate your understanding of project requirements.

#### b. Definition of Tasks

Provide a listing and/or discussion of significant individual tasks that must be completed, a description of the importance of each, and important critical path relationships that will affect the project schedule.

#### c. Innovative Approach

Provide a description of any aspect of your project approach that is innovative or unique, and describe the benefits to the Department.

#### d. Proposed Schedule

Considering the Department's proposed project completion date and the review time needed for project development, provide and discuss your firm's schedule for the various elements of the work to meet the proposed completion date.

#### e. Cost Containment

Provide a description of your firm's methods of cost containment for this project specifically, and from an overall operations standpoint.

**Exhibit 7 - Checklist for Price Proposals New Agreements**

Project Designation: \_\_\_\_\_

PID No.: \_\_\_\_\_

Consultant: \_\_\_\_\_

Proposal Received Date: \_\_\_\_\_

	<b>CONFORMS</b>	<b>DOES NOT CONFORM</b>	<b>COMMENTS</b>
<b>SUBMITTAL REQUIREMENTS</b>			
Four (4) copies to Office of Contracts	9	9	-----
<b>PROPOSAL FORMAT-INCLUDED</b>			
Letter of Transmittal	9	9	-----
Table of Contents	9	9	-----
Proposal Cost Summary	9	9	-----
Proposed Labor Rates	9	9	-----
Proposed Overhead and Cost of Money Rates	9	9	-----
Non-Labor Direct Cost Summary	9	9	-----
Project Narrative	9	9	-----
Listing of Consultants	9	9	-----
Project Schedule	9	9	-----
Appendix A - Scope of Services Minutes	9	9	-----
Appendix B - Subconsultant Proposals	9	9	-----
<b>LETTER OF TRANSMITTAL</b>			
Properly addressed	9	9	-----
Proper reference included	9	9	-----
Dated, signed by officer of firm on letterhead	9	9	-----
Statement regarding review of subconsultant proposals	9	9	-----

**Exhibit 7 - Checklist for New Agreements**

	<b>CONFORMS</b>	<b>DOES NOT CONFORM</b>	<b>COMMENTS</b>
<b>TABLE OF CONTENTS</b>			
All items listed	9	9	-----
Page numbers included	9	9	-----
<b>PROPOSAL COST SUMMARY</b>			
Correct spreadsheet	9	9	-----
Task listing matches BCS	9	9	-----
Column/Row numbers printed	9	9	-----
Printed in portrait format	9	9	-----
Proper number of diskettes included	9	9	-----
<b>PROPOSED LABOR RATES</b>			
Total hours	9	9	-----
Personnel categories	9	9	-----
Labor rates	9	9	-----
<b>PROPOSED OVERHEAD AND COST OF MONEY RATES</b>			
Basis of proposed rates included	9	9	-----
<b>NON-LABOR DIRECT COST SUMMARY</b>			
Properly documented	9	9	-----

## Exhibit 7 - Checklist for New Agreements

	CONFORMS	DOES NOT CONFORM	COMMENTS
<b>PROJECT NARRATIVE</b>			
Brief description of project limits	9	9	-----
General work description	9	9	-----
Project requirements affecting cost	9	9	-----
<b>LISTING OF SUBCONSULTANTS</b>			
List all Subconsultants	9	9	-----
Work category shown	9	9	-----
Amount vs. Proposal Cost Summary	9	9	-----
<b>PROJECT SCHEDULE</b>			
Detailed submittal schedule	9	9	-----
Written statement - overall completion time	9	9	-----
<b>APPENDIX A-SCOPE OF SERVICES MINUTES</b>			
Included	9	9	-----
Transmittal letter included	9	9	-----
Attendance list included	9	9	-----
Scope revisions included	9	9	-----
<b>SUBCONSULTANT PROPOSALS</b>			
Included	9	9	-----
Proper order	9	9	-----
Subconsultant proposals conform	9	9	-----
Transmittal letter to prime consultant	9	9	-----
<b>BINDING REQUIREMENTS</b>			
1 1/2" top margin	9	9	-----
Page numbers included and centered	9	9	-----
Bond weight paper	9	9	-----
8 1/2"x11" paper	9	9	-----
Top punched, 2 3/4" c/c	9	9	-----
Stapled upper left	9	9	-----
No tabs or inserts	9	9	-----

**Exhibit 7 - Checklist for New Agreements**

	<b>CONFORMS</b>	<b>DOES NOT CONFORM</b>	<b>COMMENTS</b>
<b>CONTROLLING BOARD CRITERIA</b>			
Included	9	9	-----
Separately bound	9	9	-----
Separate transmittal letter	9	9	-----
Prime Consultant			
Active Contracts	9	9	-----
EEO	9	9	-----
Subconsultants			
Subcontract Information	9	9	-----
EEO	9	9	-----
<b>OVERALL STATUS</b>	9	9	

Reviewed by: \_\_\_\_\_

**Exhibit 8 - Checklist for Requests for Modification**

Project Designation: \_\_\_\_\_

PID No.: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

Consultant: \_\_\_\_\_

Proposal Received Date: \_\_\_\_\_

	<b>CONFORMS</b>	<b>DOES NOT CONFORM</b>	<b>COMMENTS</b>
<b>SUBMITTAL REQUIREMENTS</b>			
Six copies to District	9	9	-----
No advance copy to Office of Contracts	9	9	-----
<b>PROPOSAL FORMAT-INCLUDED</b>			
Letter of Transmittal	9	9	-----
Table of Contents	9	9	-----
Proposal Cost Summary	9	9	-----
Proposed Labor Rates	9	9	-----
Proposed Overhead and Cost of Money Rates	9	9	-----
Non-Labor Direct Cost Summary	9	9	-----
Project Narrative	9	9	-----
Listing of subconsultants	9	9	-----
Project Schedule	9	9	-----
Appendix A - Scope of Services Minutes	9	9	-----
Appendix B - Subconsultant Proposals	9	9	-----
<b>LETTER OF TRANSMITTAL</b>			
Properly addressed	9	9	-----
Proper reference included	9	9	-----
Dated, signed by officer of firm on letterhead	9	9	-----
Statement regarding review of Subconsultant proposals	9	9	-----

**Exhibit 8 - Checklist for Requests for Modification**

	<b>CONFORMS</b>	<b>DOES NOT CONFORM</b>	<b>COMMENTS</b>
<b>TABLE OF CONTENTS</b>			
All items listed	9	9	-----
Page numbers included	9	9	-----
<b>PROPOSAL COST SUMMARY</b>			
Correct spreadsheet	9	9	-----
Column/Row number(s) printed	9	9	-----
Printed in portrait format	9	9	-----
Separate subtotals for original agreement “parts”	9	9	-----
Fees for modification only	9	9	-----
Proposed costs segregated by Federal project number	9	9	-----
Proper number of diskettes included	9	9	-----
<b>PROPOSED LABOR RATES</b>			
Total hours	9	9	-----
Personnel categories	9	9	-----
Labor rates	9	9	-----
<b>PROPOSED OVERHEAD AND COST OF MONEY RATES</b>			
Basis of proposed rates included	9	9	-----
<b>NON-LABOR DIRECT COST SUMMARY</b>			
Properly documented	9	9	-----
<b>PROJECT NARRATIVE</b>			
Brief description of project limits	9	9	-----
General work description	9	9	-----
Project requirements affecting cost			

**Exhibit 8 - Checklist for Requests for Modification**

	<b>CONFORMS</b>	<b>DOES NOT CONFORM</b>	<b>COMMENTS</b>
<b>LISTING OF SUBCONSULTANTS</b>			
List all Subconsultants	9	9	-----
Work category shown	9	9	-----
Amount vs. Proposal Cost Summary	9	9	-----
<b>PROJECT SCHEDULE</b>			
Written statement, completion time for work of modification	9	9	-----
Written statement overall completion time	9	9	-----
<b>APPENDIX A-SCOPE OF SERVICES MINUTES</b>			
Included or not applicable	9	9	-----
<b>APPENDIX B-SUBCONSULTANT PROPOSALS</b>			
Included	9	9	-----
Proper order	9	9	-----
Subconsultant proposals conform	9	9	-----
Transmittal letter to prime consultant	9	9	-----
<b>BINDING REQUIREMENTS</b>			
1 ½" top margin	9	9	-----
Page numbers included, centered	9	9	-----
Bond weight paper	9	9	-----
8 ½"x11" paper	9	9	-----
Top punched, 2 ¾" c/c	9	9	-----
Stapled upper left	9	9	-----
No tabs or inserts	9	9	-----

Reviewed by: \_\_\_\_\_

**Exhibit 9 - Checklist for Revised Price Proposals**

Project Designation: \_\_\_\_\_

PID No.: \_\_\_\_\_

Consultant: \_\_\_\_\_

Proposal Received Date: \_\_\_\_\_

	CONFORMS	DOES NOT CONFORM	COMMENTS
<b>SUBMITTAL REQUIREMENTS</b>			
Four (4) copies to Office of Contracts	9	9	-----
<b>LETTER OF TRANSMITTAL INCLUDED</b>			
Properly addressed	9	9	-----
Proper reference included	9	9	-----
Dated, signed by officer of firm on letterhead	9	9	-----
Statement regarding review of subconsultant proposals	9	9	-----
(If subconsultant proposals are included with revision)	9	9	-----
Date of original proposal included	9	9	-----
Statement that original submittal void (Resubmittals in total only)	9	9	-----
<b>TABLE OF CONTENTS</b>			
All items listed	9	9	-----
Page numbers included	9	9	-----
<b>FORMAT</b>			
Page numbering maintained	9	9	-----
Revision dates included on each revised and new page	9	9	-----

**Exhibit 9 - Checklist for Revised Price Proposals**

	<b>CONFORMS</b>	<b>DOES NOT CONFORM</b>	<b>COMMENTS</b>
<b>BINDING REQUIREMENTS</b>			
1 ½" top margin	9	9	-----
Page numbers-included, centered	9	9	-----
Bond weight paper	9	9	-----
8 ½"x11" paper	9	9	-----
Top punched, 2 ¾" 1 c/c	9	9	-----
Stapled upper left	9	9	-----
No tabs or inserts	9	9	-----
<b>CONTROLLING BOARD CRITERIA</b>			
Included	9	9	-----
Separately bound	9	9	-----
Separate transmittal letter	9	9	-----
Prime Consultant			
Active Contracts	9	9	-----
EEO	9	9	-----
Subconsultants			
Subcontract Information	9	9	-----
EEO	9	9	-----
<b>OVERALL STATUS</b>	<b>9</b>	<b>9</b>	<b>-----</b>

Reviewed by: \_\_\_\_\_





**Exhibit 12 - Overhead Rate Schedule (Organization Name) Fiscal Year Ending (Date)**

<b>Acct #</b>	<b>Description</b>	<b>Amount Per Ledger</b>	<b>Deletions Claimed</b>	<b>Amount</b>	<b>Notes</b>
xxxxxx	Indirect Labor	\$ 46,201	\$ 2,000	\$ 44,201	1
xxxxxx	Vacation	14,800		14,800	
xxxxxx	Holiday	13,641		13,641	
xxxxxx	Sick	10,640		10,640	
xxxxxx	Other Leave	1,040		1,040	
xxxxxx	Rent-Building	21,000	1,500	19,500	2
xxxxxx	Utilities	9,240		9,240	
xxxxxx	Telephone	2,940		2,940	
xxxxxx	Equipment Rental	2,910		2,910	
xxxxxx	Depreciation	9,000		9,000	
xxxxxx	Auto Lease	2,900		2,900	
xxxxxx	Dues/Subscriptions	1,710		1,710	
xxxxxx	Office Supplies	3,968		3,968	
xxxxxx	Field Supplies	3,980		3,980	
xxxxxx	Contributions	600	600	0	3
xxxxxx	Entertainment	2,340	2,340	0	4
xxxxxx	Business Promotion	2,634		2,634	
xxxxxx	Advertising	965	965	0	5
xxxxxx	Interest	2,500	2,500	0	6
xxxxxx	FICA Tax	19,131		19,131	
xxxxxx	Workers Compensation	960		960	
xxxxxx	Unemployment Tax	2,111		2,111	
xxxxxx	Income Taxes	5,260	5,260	0	7
xxxxxx	Property Tax	2,064		2,064	
xxxxxx	(Gain)/loss on Disposition	(250)		(250)	
xxxxxx	Ins-Health & Life	23,550		23,550	
xxxxxx	Ins-General & Bus.	4,103		4,103	
xxxxxx	Ins-Prof Liability	12,000		12,000	
	Totals	<u>\$221,938</u>	<u>\$ 15,165</u>	<u>\$206,773</u>	
	Direct Labor	178,956		178,956	
	Overhead Rate	124.02 %		115.54%	

**Exhibit 12 - Computation Proposed Labor Rates (County, Route, Section) (Consultant Name)**

**NOTES:**

1. Unallowable compensation in excess of State limitation
2. Unallowable rental payment between organizations under common control, in accordance with 48 CFR 31.205-36
3. Unallowable in accordance with 48 CFR 31.205-8
4. Unallowable in accordance with 48 CFR 31.205-14
5. Unallowable in accordance with 48 CFR 31.205.1
6. Unallowable in accordance with 48 CFR 31.205-20
7. Unallowable in accordance with 48 CFR 31.205.41

In some systems, direct costs are accumulated in the same general ledger account as indirect costs. Direct costs shall not be included in the indirect cost rate calculation; therefore, they must be shown as a deletion and noted as a direct cost.