CONTRACT FOR ENGINEERING SERVICES

BY CONSULTANT

(LUMP SUM FEE AGREEMENT)

PROJECT NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, hereinafter referred to as the “County”, as principal, and the consulting engineering firm of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the “Consultant.” The Consultant’s address is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSETH:

WHEREAS, the County has submitted an official request to the Kansas Secretary of Transportation, hereinafter referred to as the “Secretary” stating that it desires federal participation in the construction cost of the referenced project, hereinafter referred to as the “Project.” The Project is on County Route \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and consists of \_\_\_\_\_\_\_ miles of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ and,

WHEREAS, the County is authorized and empowered to contract for engineering services to assist with the project development and,

WHEREAS, the Consultant is registered in accordance with the laws of the State of Kansas to perform the engineering services required for this project which includes, but is not necessarily limited to, the following:

SCOPE OF SERVICES:

Phase 1: Design and plan preparation for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the above described project, including Special Specifications as required.

Phase II: The review of all shop drawings and drawings for falsework as may be required and,

WHEREAS, the County has requested and received a proposal for Phases 1 and II (preliminary engineering for plan preparation) from the Consultant for the following proposed construction improvements:

WHEREAS, the County desires the scope of engineering services provided by the Consultant to be in accordance with the Consultant’s proposal and regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary, and

WHEREAS, the engineering services performed by the Consultant for Phase I and II\* will include, but not necessarily be limited to. the following as indicated thusly (+):

Surveys

|  |  |  |  |
| --- | --- | --- | --- |
| ( ) | Topographical Survey | ( ) | Geological Survey |
| ( ) | Relocation Survey | ( ) | Bridge Soundings |
| ( ) | Normal Field Survey | ( ) | R/W Survey |

Plans, Specifications & Estimates

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Road | | 1. Bridges | |
|  |  |  |  |
| ( ) | Balanced Grading Plan | ( ) | Contour Maps |
| ( ) | Pavement Design | ( ) | Bridge Layout Cost |
| ( ) | Culvert Designs | ( ) | Cost Completion |
| ( ) | R/W Descriptions | ( ) | Bridge (Superstructure) |
| ( ) | R/W Strip Map | ( ) | Bridge (Substructure) |
| ( ) | Surfacing Plans | ( ) | Detailed Bridge Plans |
| ( ) | Storm Sewers | ( ) | Special Provisions |
| ( ) | Special Provisions | ( ) | \*Review Shop Drawings |
| ( ) | Construction Cost Estimate | ( ) | \*Review Falsework Drawings |
| ( ) | R/W Staking | ( ) | Construction Cost Estimate |
| ( ) | Traffic Control Plan | ( ) | Other: |
| ( ) | Other: | ( ) |  |
| ( ) |  | ( ) |  |
| ( ) |  | ( ) |  |
| ( ) | Other phases if involved: | | |

and,

WHEREAS, the proposed project will be constructed on said route to equal or exceed the Secretary’s approved design guidelines for the following:

1. AADT = for Design Year ( ) Traffic.
2. Minimum Design Speed equal to or greater than posted speed.
3. Current design criteria (Non-National Highway System City and County Design Guidelines [Federal aid]).

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I

The County agrees:

1. To employ the Consultant to perform the engineering services described in Phases I and II of this Agreement for the fee, and in the manner stipulated in Article I, Paragraphs 3, 4, 5, 6, and 7 below and in general accordance with the Consultant’s proposal.
2. To review the Consultant’s schedule, preliminary concepts and/or layouts prior to detailed progress of the work and to monitor the Consultant’s actual progress throughout the period of this Agreement.
3. (a) Compensation to the Consultant for engineering services for Phase I described on Page 2 and in Article II of this Agreement shall be made on the basis of a lump sum fee amount not to exceed $ . Said lump sum fee amount shall constitute complete payment for all engineering services, direct and all other costs incidental to the work in Phase I.

(b) Compensation to the Consultant for engineering services for Phase Il described on Page 2 and in Article II of this Agreement shall be made on the basis of a lump sum fee amount not to exceed $ . Said lump sum fee amount shall constitute complete payment for all engineering services, direct and all other costs incidental to the work in Phase II.

1. (a) That during the progress of work covered by this Agreement, partial payments for Phase I and II may be made to the Consultant from the County within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing shall be supported by a progress schedule acceptable to the County and in accordance with the official project schedule and issued by the Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period.

(b) The County will pay one hundred percent (100%) of all partial billings for Phase I up to ninety-five percent (95%) of the lump sum fee amount of compensation. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the Consultant to the County after the Secretary’s award of the construction contract(s) for the County. After award of the construction contract(s), the Consultant may request any remainder due from the County.

(c) The voucher for final payment from the County for Phase II due under provisions of this Agreement may be submitted after the acceptance of the work by the County and the Secretary.

1. In the event the project is suspended by the County or the Secretary and as a result of such suspension, the Consultant’s costs have increased, the contract is subject to negotiation.
2. In the event that a construction contract has not been awarded for any project segment within six (6) months from the date of acceptable construction plans, the voucher for final payment of Phase I may be submitted without further delay.
3. For the purposes of a final audit, if required by the County, the final payment in the form of retainage, as described below, for Phase I and Il due under provisions of this Agreement shall be made within ninety (90) days after completion of said final audit of the Consultant by representatives for the County.

Description of Retainage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ARTICLE II

The CONSULTANT Agrees:

1. To perform the following scope of engineering services and as indicated on page 2 of this Agreement:

1. Prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project, in accordance with the current Project Development Manual for Non National Highway System Local Government Road and Street Projects, Vo. 1, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
2. Prepare revised design plans, as requested by representatives of the County or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contract(s) covering the Project.
3. Prepare the design plans for the Project for such parts or sections, and in such order of completion, as designated by the County and in conformance with the Project’s current official schedule as issued by the Secretary. Further the Consultant agrees to complete all design plan development stages no later than the due dates on the Project’s current official schedule as issued by the Secretary, exclusive of delays beyond the Consultant’s control.
4. Make the necessary field surveys to determine horizontal and vertical alignment for the proposed project.
5. Prepare and furnish one set of prints (white background) of preliminary design plans for field cheek and review to the County and two (2) sets to the Secretary. These preliminary design plans shall, at a minimum, contain the plan sheets and information thereon as required in the KDOT Design Manual and contain such other special plan sheets as the Consultant deems necessary.
6. Field check the Project with representatives of the Secretary and the County.
7. Complete the design plans incorporating any changes which may have been agreed to during the field check, and include with such design plans estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.
8. Submit one complete set of prints (white background) of the design plans to the Secretary for office check review along with copies of special provisions, supplemental specifications and the updated cost estimate. A similar set of prints and copies will be furnished to the County.
9. Prepare final design plan tracings on a medium designated by the Secretary, an updated cost estimate based on final design plan quantities, and necessary special provisions and necessary supplemental specifications.
10. Submit one set of prints of the final design plan tracings and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the County and one set of prints and copies of same to the Secretary.
11. Furnish the reproducible final design plan tracings that do not contain so called “stick up” notes or other additives to the Secretary. Upon request furnish one copy of all design calculations to the Secretary.
12. Prepare a right-of-way strip map and furnish the County with the original and one print of the strip map. (This item is optional but is included if so noted on Page 2 of the Agreement).
13. Prepare and furnish to the County, plats and descriptions of right-of-way required (This item is optional but is included if so noted on Page 2 of this Agreement) or furnish preliminary design plans to the County sufficiently complete for the County’s use in preparing descriptions for rights-of-way required.
14. Provide staking of the rights-of-way boundary lines for use by the County in rights-of-way acquisition (This item is optional but is included if so noted in Page 2 of this Agreement).
15. Furnish final and complete design plans to the County and the Secretary for final review no later than the due date in the Project’s current official schedule as issued by the Secretary, exclusive of time required for reviews by the reviewing parties and delays beyond the Consultant’s control.
16. Prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the KDOT Standard Specifications for State Road and Bridge Construction, except for items designed by others.
17. Review shop drawings and falsework drawings, as may be required for the Project (if indicated in the scope of engineering services on Page 2 of this Agreement).
18. Have available at the Consultant’s office located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for review by the County and the Secretary all plans being prepared and supporting information.
19. Provide all plans, drawings and documents pertaining to the Project to the County, prepared in accordance with the Secretary’s standard practice. All such plans, drawings and documents shall become the property of the County upon the completion thereof in accordance with the terms of this Agreement, without restrictions as to their future use.
20. Provide traffic control signing on or along any road, street or highway where the Consultant has crews working. The size, shape, color and placement of all signs shall comply with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways as adopted by the Secretary.

2. In addition to the scope of engineering services the Consultant will assume the following obligations:

1. Furnish two (2) copies of each proper billing to the County.
2. Accept compensation for the performance of services herein described in such amounts and at such intervals as indicated in Article I, Paragraphs 3, 4, 5, 6, and 7.
3. Report to the County (and the Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the County and in relation to the Project’s current official schedule.
4. The Consultant will not, without prior written approval from the County, exceed the upper limit of the engineering fee described and agreed to by the parties herein. Failure to receive written approval will result in loss of compensation for this work by the Consultant
5. For the purposes of an audit, if required by the County, make all documents and accounting records pertaining to the work covered by this Agreement available at the Consultant’s office to representatives of the County for a period of three (3) years after the date of final payment.
6. Accept full responsibility for payment of Unemployment Insurance, Worker’s Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant’s employees engaged in work authorized by this Agreement.
7. If the Consultant fails to comply with the provisions of K.S.A. 44-1031, and any amendments thereto, the Consultant shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the County.
8. Become familiar with, and shall at all times observe and comply with, applicable federal, state, and local laws, ordinances and regulations.
9. To have the sole responsibility for the adequacy and accuracy of the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to environment, hydraulics, and geological investigations or studies. Any review of these items that may be performed by the County or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the consultant’s duty to provide adequate and accurate design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to environmental, hydraulic, and geological investigations or studies.
10. Be responsible for damages to property or persons arising out of negligent acts, errors or omissions in the Consultant’s performance of services under this Agreement.
11. To save the County and the Secretary and their authorized representatives harmless from costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant’s services to be performed hereunder.
12. If required by the County, to maintain throughout the period of this Agreement and for a period three (3) years thereafter, a standard from of errors and omissions insurance with an insurance company satisfactory to the County and at an amount acceptable to the County. The Consultant shall require that any and all consultants engaged or employed by the Consultant carry and maintain similar insurance. The Consultant shall furnish to the County an ACORD form, Certificate of Liability Insurance, which specifies insurance coverage limits in force at the time.
13. To warrant the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee (See Special Attachment No. 2.)

ARTICLE III

The parties hereto mutually agree:

1. The services to be performed by the Consultant under the terms of this Agreement are personal and cannot be assigned, sublet, or transferred without written consent of the County.
2. The right is reserved by the County to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
3. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
4. In the event the Agreement is terminated by the County, the Consultant shall be paid for the work performed or services rendered under the Basis of Payment determined for the Agreement.
5. In the event the services of the Consultant are terminated by the County for fault including, but not limited to: unreasonable delays in performance; failure to respond to County’s requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the services performed or rendered and delivered up to the time of termination. The value of the services performed, rendered and delivered will be determined by the County and if necessary, in consultation with the Secretary. In the case of any dispute as to payment arising under this Agreement pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement parties.
6. In the event of the death of any member or partner of the Consultant’s firm, the surviving member(s) shall complete the services, unless otherwise mutually agreed upon by the County and the survivors, in which case the Consultant shall be paid as set forth in Paragraph 5 above.
7. The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of the County. Consent by the County to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
8. All the applicable terms of this Agreement remain in force and are a condition to any services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.
9. The Consultant will not, without written permission from the County, engage the services of any person or persons in the employment of the County for any work required by the terms of this Agreement.
10. The County may require the Consultant and subcontractors to be available for audit at the County’s discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles.
11. The Consultant and the County may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant’s offices. The County may request the Secretary’s representative to attend such meetings also.
12. That after consultation with the Secretary, the County shall grant an extension of time to the Consultant for delays recognized by the County as unavoidable; PROVIDED, such extension of time shall be requested by the Consultant in writing.
13. Special Attachment No(s). attached hereto are incorporated herein by reference.

ARTICLE IV

The correlation, interpretation, and intent of the Agreement Documents, including the Agreements and Special Attachments thereto, shall be as follows:

1. The Agreement, the Notice to Proceed, and all supplemental agreements shall be defined as the Agreement Documents,
2. The Agreement Documents comprise the entire Agreement between the County and the Consultant. They may be altered only by supplemental agreement.
3. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the County finds a conflict, error, or discrepancy in the Agreement Documents, the Consultant or the County will call it to the other’s attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement and Notice to Proceed.

It is further agreed this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

It is further agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the day and year first above written.

|  |  |
| --- | --- |
| RECOMMEND FOR APPROVAL: | COUNTY |
|  |  |
| County Engineer/Road Supervisor | Chairperson, Board of County Commissioners |
|  |  |
| ATTEST: | Member |
|  |  |
| County Clerk | Member |
|  |  |
|  | CONSULTANT |
|  |  |
|  | BY: |
|  | Name |
|  |  |
|  | Title |

**History and general comments:** The above agreement was developed in 2005 and was distributed by BLP MEMO 05-11. The following information is from the BLP MEMO.

1. The Bureau of Local Projects (BLP) developed these guideline agreements to assist the county in presenting an agreement to their consulting firm that would contain the necessary requirements to develop a federal aid
2. Article II contains the language included in the general Federal aid Project Agreement executed by the counties in 2004.
3. If the county elects to use a different agreement the agreement should include Article II, paragraph1. (a), (b), and (c).
4. Prior to the BLP MEMO this agreement was reviewed and received concurrence by representatives of the KCHA Liaison Committee and the ACEC of Kansas/KDOT Standing Committee on Local Projects.
5. Since neither the Secretary nor the KDOT will be a party to this agreement, the Secretary is not responsible for the use of the agreement in part or in total by the County

**Discussion Items:** There are a number of items that can be performed by the Consultant or the County depending on the wishes and expertise of the County. Inclusion of these items to be performed by the Consultant will increase the cost of the design services. These items need to be discussed and agreed to during the contract negotiations to avoid misunderstanding during the course of the project.

1. **Table of Scope of Services**: Carefully review the table in the section of the agreement under Scope of Services to see that all proper boxes are indicated with a + mark.
2. **Survey Items in Scope of Services**:
   1. Boxes are normally checked for Topographical Survey and Normal Field Survey.
   2. Relocation Survey should be checked if the project will be on a new alignment.
   3. R/W survey should be checked if the consultant is to determine the existing right-of-way.
3. **Survey Control**: There has been considerable confusion on survey control related to federal aid projects. Since this agreement was developed BLP Memo 11-01 was issued to clarify survey control issues. If the consultant is located out of the county and there are local surveyors that the county uses for routine items it may be a good idea to have the local surveyors establish the survey control. The following items should be considered as additions to Article II, paragraph 1. d)
   1. The Consultant will perform the necessary research and locate or establish all Public Lands Survey System corners within the proposed construction limits and as necessary to reference the project to section line and write legal descriptions for proposed right-of-way. The County will assist by excavating for necessary missing corners. **OR** The County under separate contract or with county staff provide the Consultant with reference ties to all Public Lands Survey System corners within the proposed construction limits and as necessary to reference the project to section line and write legal descriptions for proposed right-of-way.
   2. The Consultant will file with the County and the Kansas State Historical Society corner reference reports for all public land survey corners used during the design survey, and show the corners and references on the design plans.
   3. The County **OR** Consultant will notify adjacent property owners prior to performing the survey. No vehicles should be driven onto private property without permission from the owner.
   4. If the adjacent property owners indicate, or survey plats are of record that indicate property markers may exist, the Consultant will search for property markers and shall note any found markers on the plans.
4. **Ownership data and road records**: It is unclear in the standard agreement which party is responsible for right-of-way research and ownership data. Consider adding the following items in Article II, paragraph d):
   1. The Consultant will research and obtain ownership data and legal descriptions for all adjacent property owners. **OR** The County will provide ownership data and legal descriptions for all adjacent property owners.
   2. The Consultant will obtain existing right-of-way data from road records, plans and deeds of dedication. **OR**  The County will provide existing right-of-way data to the Consultant.
   3. The Consultant will research and obtain easement documents for public utilities in the project areas. **OR** The County will research and provide to the Consultant easement documents for public utilities in the project areas.
5. **Right-of-way strip map**: The standard agreement has an option for the Consultant to provide a right-of-way strip map in Article II, paragraph l). If a strip map is desired a + mark should be indicated in the blank for R/W Strip Map and item l) included. If individual parcel maps are desired this could be added to item l): Consultant to provide a plat drawing for each property showing existing and proposed right-of-way with bearings on 8.5" x 11" sheets.
6. **Right-of-way descriptions**: The standard agreement has an option for the Consultant to provide descriptions of proposed right-of-way in Article II, paragraph m). If the Consultant will prepare the right-of-way descriptions consider adding the following sentences to item m).
   1. After the County has approved the proposed right of way prepare legal descriptions for permanent and temporary construction easements which may be required. Furnish description on 8.5" x 11" sheet stamped by a Registered Land Surveyor, and electronically in Microsoft Word.
7. **Right-of-way staking**: The standard agreement has an option for the Consultant to stake the proposed right-of-way in Article II, paragraph n). If right-of-way staking is desired a + mark should be indicated in the blank for R/W Staking and item n) included. If it is anticipated that the R/W needs to be staked more than once a statement about the cost for restaking should be added to item n).
8. **Geology**: In the scope of services there are check boxes for Geologic Survey and Bridge Soundings. These items should be discussed with the Consultant prior to agreeing on the scope of services. Many times the scope of geologic investigation is not known at the time the agreement is executed. It may not be possible for the consultant to estimate the amount to include in the fee. In many cases it is appropriate to add a paragraph in Article II, to discuss geology. Consider adding one or more of the following sentences:
   1. The consultant will perform or subcontract geologic exploration required for final design, and the cost thereof is included in the lump sum fee.
   2. Consultant will determine the scope of geologic exploration required for design and obtain quotes from qualified firms and make a recommendation to the County. The county will select the geologic exploration company and pay for the work under separate contract. The consultant will coordinate with the geologic exploration company.
   3. After field check the Consultant will identify geologic information needed for the design. The County will select the geologic exploration firm and the County will pay the firm directly.

If the project will be on a new alignment the geology cannot be performed until the county obtains permission to enter onto private property, sometimes it will be necessary for the county to clear brush and trees for access by drilling rigs. If this is the case a couple of sentences should be added to clarify this item.

1. **Environmental Permitting**: Responsibility for environmental permitting normally required of construction projects was not included in the 2005 agreement. The permits are normally in the name of the County, so it is necessary for the County to execute permits, however the consultant many times prepares the permits and transmits to the County for signature. Consider adding a new paragraph in Article II with one of the following sentences:
   1. The Consultant shall determine which environmental permits are required and prepare permit applications for the County’s execution. These permits may include Division of Water Resources stream obstruction, Corps of Engineers 404, Flood Plain Development Permit, Construction Stormwater NPDES, and any other State and Federal permits required to construct this project. If project is in a FEMA detailed study area, provide existing water surface profile calculations with and without flood plain filled and a "No-Rise" certificate for the FEMA 100-year flood. The County will pay any permitting fees to the regulatory agencies.
   2. The Consultant will advise the County on which environmental permits are required and shall provide to the County the necessary information for the County to prepare and submit the permit applications.
2. **Utilities**. Responsibility for utility location, notification, and relocation is not specifically mentioned in the standard agreement. Consider adding a new paragraph in Article II with the following sentences:
   1. Prior to the design survey the Consultant will contact utility companies and request flagging of utility locations to be shown on the plans. If utilities do not respond, the Consultant will show utility locations based the best information available. Consultant will document all contact with utility companies.
   2. Consultant **OR** County will submit one set of plans, without structural details, to each private and public utility company having facilities in the area of the project.
   3. Consultant **OR** County will coordinate the necessary adjustment with the utility companies.