# MASTER WORK ORDER AGREEMENT BETWEEN CONSULTANT AND SUBCONSULTANT

Agreement made as of the 11 day of October , 2019.

BETWEEN THE CONSULTANT**: Gannett Fleming**

3838 N Central Ave, Suite 1900,

Phoenix, Arizona 85012

Phone: 602-734-4168

Contact: Maria Hyatt

and the SUBCONSULTANT:

**ICF Incorporated, L.L.C.**

**9300 Lee Highway**

**Fairfax, VA 22031**

**Technical Contact: Rachel Ostroff / Phone: 202-862-1133**

**Contractual Contact: Rhonda Hall / Phone: 703-255-5639**

WHEREAS, this Contract is made by and between Gannett Fleming, Inc. (hereinafter intended to cover Gannett Fleming, Inc., Gannett Fleming Engineers and Architects PC, Gannett Fleming Engineers PC, Gannett Fleming of Michigan, Inc. and all other Gannett Fleming entities collectively referred to as “Consultant or Gannett Fleming”), and the Subconsultant named above.

WHEREAS, This Master Contract is intended to cover Subconsultant's work at different sites, multiple projects or tasks at any single site or some combination of work assignments.

WHEREAS, the Subconsultant is willing to and capable of performing those Services;

NOW, THEREFORE, it is agreed by and between the parties hereto, for and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

# TERMS AND CONDITIONS OF AGREEMENT ARTICLE 1

**SUBCONSULTANT'S SERVICES AND RESPONSIBILITIES**

The Subconsultant agrees to perform Services for Consultant on an as-needed basis as authorized from time to time by Consultant and as described in any of the Consultant’s Prime Agreements with a named Client, this Agreement, and any individual Work Order Agreement Modification (WOAM). Such WOAMs include a description of the scope of Services, conditions, time of performance and Cost Breakdown Sheet(s) and shall be attached hereto and become a part of this Master Work Order Agreement. WOAM’s shall be consecutively numbered commencing with number 1, and shall refer to this Agreement.

# Services

* + 1. When and as authorized by Consultant in writing, the Subconsultant, as an independent contractor, shall provide the necessary facilities, personnel, materials, equipment and shall otherwise do all things necessary or incident to perform all Services described in each individual WOAM, (a sample WOAM is included in Exhibit A) in a manner consistent with all applicable professional practices and standards.
    2. Subconsultant shall be responsible for the technical accuracy, completeness and timely performance of the Services, compatibility with, and coordination of, all designs, drawings, specifications, calculations, data, reports or other Services to be provided hereunder. Subconsultant shall, promptly upon notice or discovery thereof correct or revise any errors or deficiencies, without any additional compensation, which result from the Subconsultant’s services. Subconsultant shall perform its services in accordance with the standard of care in the Prime Agreement but with no less than the same degree of care, skill and diligence exercised by

# a member of the same profession currently practicing under similar circumstances

* + 1. Subconsultant shall have a documented Quality Assurance/Quality Control (QA/QC) process that provides for checking and reviewing work for accuracy, completeness and compliance with the scope of services. Prior to submission of deliverables, Subconsultant shall check and review Subconsultant’s work for accuracy and correctness according to the Subconsultant’s QA/QC process. When making submissions Subconsultant shall verify that checking and reviewing has been conducted according to the QA/QC process. Subconsultant shall maintain written records of these checks and reviews and, upon request by Consultant, shall supply copies of Subconsultant’s QA/QC records. Along with the submission of final documents or any other work products or deliverables defined by the scope of services, Subconsultant shall submit a completed SUBCONSULTANT QUALITY VERIFICATION FORM (Attachment 1). Consultant shall be permitted to conduct independent audits to verify that Subconsultant’s QA/QC processes are being followed, and Subconsultant shall fully cooperate with such audits. Should the Subconsultant not have an acceptable documented QA/QC process, Consultant shall have the right to require that Subconsultant comply with Consultant’s QA/QC processes. Nothing in this paragraph shall in any way limit Subconsultant’s responsibility or liability for any errors or omissions in its or its subconsultants or subcontractors work.

# Additional or Out of Scope Services

* + 1. Subconsultant shall not perform Additional Services (Out-of-Scope Services) unless prior authorization is provided in writing by the Consultant to Subconsultant via a WOAM. Subconsultant agrees to notify Consultant in writing before performance of all Services that are additional Services or beyond the scope and request prior written authorization. Subconsultant agrees that all Additional Services performed without written authorization by Consultant and Client, if necessary, shall be at its own risk.

# Time

* + 1. This Agreement commences on the date first noted above, and will remain in effect until October 24, 2024 unless terminated in accordance with the terms of this Agreement or as otherwise modified by written agreement of the Parties hereto. Each WOAM will provide a specific time of performance.

**ARTICLE 2**

**THE CONSULTANT'S RESPONSIBILITIES**

* 1. Consultant agrees to coordinate with Subconsultant, Client and other parties on any assigned project.
  2. The Consultant agrees to furnish information requested by Subconsultant and render approvals and decisions regarding the progress of the Subconsultant's Services to the extent that it is available from the Client.
  3. Each Work Assignment will identify Gannett Fleming’s project or job number and will include Subconsultant’s Scope of Work approved by Gannett Fleming, Subconsultant’s cost proposal accepted by Gannett Fleming, start work/completion dates, a description of Subconsultant’s deliverables and delivery schedule and any job specific modifications to these General Conditions. Gannett Fleming’s Work Orders will also describe any site or project specific requirements established by Gannett Fleming’s client which are applicable to Subconsultant’s work. All Work Orders must be signed by Gannett Fleming and the Subconsultant to indicate mutual acceptance. Work Orders signed by the parties become part of this Contract.

**ARTICLE 3**

**BASIS OF COMPENSATION**

The Consultant agrees to compensate the Subconsultant for its Services in accordance with Article 4 and at the Fully Loaded Hourly Rates in accordance with the Schedule of Rates provided in Attachment 2, Payments to the Subconsultant, and the other terms and conditions of this Agreement, as follows:

# Work Order Agreement Modification Compensation

* + 1. The compensation of the Subconsultant shall be an amount not to exceed the amount specified in each individual WOAM and the cumulative Total Compensation under this Agreement without the advance written approval of Consultant.

# Cumulative Total Compensation

* + 1. The Total Cumulative Compensation to be paid to Subconsultant under this Agreement for all Work Orders and Work Order Modifications and authorized Additional Services shall not exceed the amount indicated as Cumulative Total Compensation in the WOAM without prior written authorization by Consultant and Client.
    2. For Additional Services (Out-of-Scope Services) authorized in writing by the Consultant and Client, compensation shall be in addition to the Fee stated in the WOAM, as mutually agreed to by the Consultant and Subconsultant and incorporated into the applicable WOAM or WOAM by written amendment.

**ARTICLE 4**

**PAYMENTS TO THE SUBCONSULTANT**

* 1. Subconsultant shall render invoices to Consultant on a monthly basis and a final invoice within 45 days after completion of required services per assigned agreement or task. Said invoices shall identify the Services provided under each separate WOAM and shall include all necessary documentation and backup including as necessary, a daily time and material description of Services performed by each individual. In no event shall Subconsultant's invoices for Services exceed the amount provided in the applicable WOAM and the Cumulative Total Compensation unless Subconsultant shall have prior approval in writing as provided, as described in 3.2.2, in the applicable WOAM or written amendment to the WOAM.. Consultant will not be responsible for reimbursement (nor seeking reimbursement from the Client) for fees or costs invoiced more than ninety (90) days after the costs were incurred.
  2. Consultant agrees to pay Subconsultant for said invoices within seven (7) calendar days after Consultant has received payment for Subconsultant's Services from Client. When any prime agreement specifies that retainage is to be withheld from Consultant’s fees, the same provisions shall apply to the Subconsultant. Retainage will be remitted upon receipt of payment from the prime. It is agreed that Consultant is under no obligation to reimburse Subconsultant for alleged extra work unless such extra work and reimbursement is specifically approved in writing under a WOAM and paid by the Client. In no event, will Consultant be liable for any loss of future profits or consequential damages to the Subconsultant.
  3. Subconsultant acknowledges that the total compensation in each WOAM and the Total Cumulative Compensation as set forth in Article 3 and as increased by any written amendments shall be in full and complete satisfaction of all indebtedness and obligation of any nature whatsoever for the Services to be performed by Subconsultant under each respective WOAM and includes any and all costs for inefficiency, disruption or delay associated with Subconsultant's Services. Subconsultant agrees that acceptance of payment in the amount set forth in Article 3 (and any increases in compensation provided by written amendment) shall constitute on its behalf of it and its successors and assigns, a full release and discharge of Consultant and Client of and from all manner of debts, demands, claims, actions, causes of actions, suits, accounts, covenants, contracts, agreements and any and all claims and liabilities whatsoever, in law and equity, arising under or by virtue of this Agreement and any amendments thereto.

Subconsultant agrees to maintain its pertinent books, records, documents and other evidence (hereinafter records) applicable to this Agreement and shall apply consistent accounting procedures and practices sufficient to properly reflect its transactions under this Agreement. Subconsultant agrees to maintain all records for a period of three (3) years after final payment under each WOAM or for longer period if so provided in the Prime Agreement. At any time before final payment, Consultant may request an audit of the invoices and substantiating material. Each payment previously made by Consultant to Subconsultant shall be subject to reduction to the extent of any amounts the impartial auditor determines were not properly payable in accordance with the terms of this Agreement. Consultant’s audit will be limited to, individual daily job time cards, expense reports, and other documentation related to such invoiced amounts. Subconsultant agrees to make company proprietary or confidential financial and business records available for audit by an authorized governmental funding agency or Third Party Agency, at the request and expense of the Consultant.

**ARTICLE 5**

**APPLICABILITY OF PRIME CONTRACT AND SPECIAL CONDITIONS**

* 1. The Subconsultant agrees it will comply with and be subject to the same contractual requirements with respect to Consultant, as the Consultant is subject to with respect to Client under any specified Prime Agreement. All relevant terms of the specific Prime Agreement apply to this Agreement unless specifically stated otherwise in this Agreement. With respect to a specific Prime Agreement, any designation of "Client" shall be read to be the "Consultant" and the designation "Contractor" shall be read to be the "Subconsultant".

A copy of any applicable Prime Agreement will be attached to a Work Assignment and by reference made a part of this Subconsultant Agreement.

* + 1. Consultant may, by a written order at any time during the term of this Agreement, make changes within the general scope of this Agreement or applicable WOAM, as applicable, in any one or more of the following: 1. Description of the services to be performed; 2. Time of performance of the services (e.g., hours of the day, days of the week, etc.); 3. Place of performance of the services; 4. Drawings, designs, or specifications; 5. Method of shipment or packing; 6. Place of inspection, delivery, or acceptance. If any such change causes an increase or decrease in any hourly rate, the WOAM value or the time required for performance of any part of the work under this Agreement or applicable WOAM, Subconsultant must notify Prime of such effect before proceeding, and the Prime may make a written modification to the Agreement or applicable WOAM, and make an equitable adjustment in any one or more of the following terms: (1) value; (2) hourly rates; (3) delivery schedule; or (4) other affected items..
  1. When and as subject to a specific Prime Contract, the following additional Prime Contract Flow-Down Provisions apply to this Agreement:
     1. If a specific Prime agreement is with a nonexempt Federal department or agency, the following specific contract provisions are required of all consultants and subconsultants with whom they do business, including posting of the required Federal Notice, per Executive Order 13496:

During the term of this agreement, the subconsultant agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor prescribed pursuant to Executive Order 13496 of January 30, 2009, “Notification of Employee Rights under Federal Labor Laws”, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The language of the notice is prescribed at [https://www.dol.gov/olms/regs/compliance/EO\_Posters/EmployeeRightsPoster11x17\_2019Final.pdf.](https://www.dol.gov/olms/regs/compliance/EO_Posters/EmployeeRightsPoster11x17_2019Final.pdf)

* 1. The following additional Special Conditions apply to this Agreement:
     1. Key Personnel - No substitution of key personnel is allowed without the prior written authorization of Consultant. Key Personnel shall be as specified in each WOAM.

# ARTICLE 6

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# TERMINATION OF AGREEMENT

* 1. This Agreement may be terminated by the Consultant should the Subconsultant fail substantially to perform in accordance with the terms of this Agreement; provided, however, the Subconsultant shall have five (5) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the Consultant.The Consultant shall have all rights to recover damages due to said failure to perform by Subconsultant. In the event said termination shall be determined not to be for substantial failure to perform, such termination shall be deemed a termination for convenience under Article 6.2.
  2. This Agreement may be terminated for convenience by the Consultant upon at least ten (10) days written notice to the Subconsultant under this Agreement in whole, or in part. The Consultant shall terminate by delivering to the Subconsultant a Notice of Termination specifying the extent of termination and the effective date. Upon notice of termination, Subconsultant shall cease performance immediately and provide a settlement proposal to the Consultant with sixty (60) days of notification. Termination fees shall include all labor and ODC costs associated with performance, Subconsultant’s approved indirect rates, and reasonable fee. Subconsultant shall provide deliverables to the Client in an “as is” condition at the date of the termination.

* 1. Upon receipt of a termination notice Subconsultant shall immediately discontinue all Services affected and deliver to Consultant all original data, drawings, reports, summaries and other information and materials generated in performing Services on the Project. In the event of termination not the fault of the Subconsultant, the Subconsultant shall be compensated for all authorized Services performed to date of termination. In the event of termination for any reason, the Subconsultant agrees that it will not file claims against Consultant for any losses, including future profit or consequential damages.

# ARTICLE 7

# INSURANCE AND INDEMNITY

* 1. During the performance of Services hereunder Subconsultant shall maintain policies of insurances as described below.
     1. Subconsultant shall carry Commercial General Liability insurance for bodily injury (including death) and property damage which provide total limits not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Coverages included shall be:
        1. Premises and operations;
        2. Contractual Liability;
        3. Cross liability clause providing that the insurance applies separately to each insured except with respect to the limits of liability;
     2. Such policies shall carry the following endorsements, copies of which shall be provided:
        1. Inclusion of Client and Consultant, their directors, officers, and employees as additional insured as respects Services or operation under this Agreement.
        2. Stipulation that the insurance is primary insurance and that no insurance of Consultant will be called upon to contribute to a loss.
        3. Consultant and Client together with any other entities required by the Contract Documents to be included as additional insured, shall be added as additional insured, using Endorsement CG 20 37 07 04 or equivalent under Subconsultant’s Cimmerical General Liability Policy, including Completed Operations Insurance, to insure them; coverage under such Policy shall be primary with Consultant’s, the Client’s, and the others’, as noted above, insurance to be non-contributory and excess over Subconsultant’s coverage.
     3. Subconsultant shall carry a Business Automobile Liability policy for bodily injury (including death) and property damage which provide total limits of not less than $1,000,000 combined single limit per accident applicable to all owned, rented, leased, or hired vehicles used in conjunction with this Agreement.
     4. Subconsultant shall carry statutory worker's compensation coverage including a broad form all states endorsement; Employers Liability Insurance for not less than $100,000 Each Accident, $500,000 Disease Policy Limit, $100,000 Disease Each Employee for all employees engaged in Services or operations under this Subcontract Agreement, including an insurer's waiver of subrogation in favor of Client and Consultant and their directors, officers, representatives, and employees unless waiver of subrogation is prohibited by state law in the state of performance.
     5. Subconsultant shall maintain excess liability umbrella form coverage, which provides limits of not less than

$1,000,000 per occurance and $1,000,000 aggregate.

* 1. During the performance of Services hereunder, Subconsultant shall maintain Professional Liability, Errors and Omissions Insurance in an amount not less than $1,000,000 each claim and $1,000,000 annual aggregate
  2. Prior to beginning work, insurance industry standard ACORD form certificates of insurance are to be furnished to Consultant and all insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days notice of cancellation except for non-payment of premium which shall not be less than ten (10) days notice of cancellation.

7.4 Each party agrees to defend, indemnify, protect, and save harmless the other party from and against any and all third party suits, claims and liability, demands, damages, loss, expenses, judgements, and costs (including reasonable legal and professional fees and expenses) arising directly out of any negligent act, error or omission, or failure to exercise such care as is customary in the profession, by the Subconsultant, its agents, servants and employees in the performance of any and all Services pursuant to this Agreement. Such indemnification shall include, but is not limited to expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgements or otherwise. In the event, that the Prime Agreement contains an Indemnification provision, the Prime Agreement's indemnity provision supersedes this provision and Subconsultant agrees to indemnify Consultant and all other parties named in the Prime Agreement's indemnity in accordance with the terms of the indemnity provision contained in the Prime Agreement. To the fullest extent permitted by law, Subconsultant guarantees that any material provided, work performed or services rendered will not infringe any United States or foreign Letters Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country. Each party agrees to defend, protect and save harmless the other party, its officers, employees, and agents from and against all damages, claims and demands, for actual or alleged infringement of any Intellectual Property right by reason of the sale or use of the material provided, work performed or services rendered hereunder.

# ARTICLE 8

# DISPUTE RESOLUTION

* 1. The parties shall attempt in good faith resolve any dispute, controversy or claim related to this Agreement within twenty business days after the date any such issue arises (the “Issue Date”).
  2. If the parties cannot resolve a dispute within this period, the parties agree to submit the dispute to mediation within thirty business days after the Issue Date and may use any mediator upon which they mutually agree. If the parties cannot mutually agree on a mediator within forty business days after the Issue Date, the parties will each select a mediator. The two mediators will then select the mediator. The cost of any mediation will be split equally between the parties.
  3. If the parties are unsuccessful in their good faith attempt to mediate the dispute, the parties may, by written agreement settle the dispute by binding arbitration. Any such Arbitration must be commenced within one (1) year after the accrual of any cause of action therein.
  4. If the parties cannot agree on arbitration, then within sixty business days after the Issue Date, the issue will be settled in accord with the laws of the Commonwealth of Virginia, which will control all legal matters. The parties agree to waive any jury trial.
  5. The parties agree that a judgment on an arbitration award may be obtained from and enforced in any court having appropriate jurisdiction.
  6. Any legal action to resolve a dispute arising out of this Agreement must be lodged in an appropriate court within one (1) year from the time either party received the other party’s notice of dispute or it shall be time barred.

# ARTICLE 9

# MISCELLANEOUS PROVISIONS

* 1. This Agreement shall be enforced and governed by the laws of the Commonwealth of Virginia, or as otherwise specified in an applicable Prime Agreement if any. The Subconsultant agrees to comply with all applicable laws and regulations of the United States government, the states and any political subdivision thereof, in the performance of its Services.
  2. Compliance. The Subconsultant represents and warrants that it will comply in all material respects with all Federal, State and local laws, ordinances, regulations and codes, relating to, governing or affecting the Work as they are in effect at the time this Agreement is signed. In the event any penalty is levied against Consultant solely due to Subconsultant’s violation of Subconsultant’s responsibilities under this Article or this Contract, the Subconsultant shall immediately assert its responsibility and pay any fine or penalty. Subconsultant’s employees must, as required by law, possess the necessary license(s) or certification(s) to perform any agreed upon work.
  3. Limitation of Liability. Notwithstanding any other provision to the contrary herein (with the exception of the Consultant’s obligation to award work and to pay Subconsultant in accordance with this Agreement and the work orders issued hereunder),in no event shall either party, nor any of its representatives, be liable to the other party, for any indirect, punitive, special or consequential damages of any nature whatsoever suffered by the other party as a result of performance or non­performance hereunder (including work orders), whether or not the possibility of such damages was disclosed or could have been reasonably foreseen. Notwithstanding any other provision herein or in any work orders issued hereunder (with the exception of the Consultant’s obligation to award work and to pay Subconsultant in accordance with this Agreement and the work orders issued hereunder) shall be strictly limited to direct damages and shall in no event exceed the amount paid to Subconsultant hereunder. This limitation of liability applies regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranties, or otherwise**.**
  4. Intellectual Property. For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, mask works, copyrighted works, trade secrets, know-how and other similar rights or intangible assets recognized under any laws as intellectual creations to which rights of ownership accrue, and proprietary information of either party (hereinafter “Intellectual Property”). It is mutually understood and agreed that neither party shall acquire, directly or by implication, any rights in any Intellectual Property of the other party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to the date of this Agreement, including but not limited to, inventions described and claimed in applications for U.S. Letters Patent filed prior to the date of this Agreement, except as expressly provided herein or in any resulting agreement between the parties.

Each party acknowledges that the other party will own all rights to all data, information, techniques, methodologies and materials, including without limitation any patents, patent rights, copyrights, trade secret rights and other intellectual property rights embodied therein, that such party owned prior to the commencement of this Agreement, and Consultant shall acknowledge that during performance of this Agreement, Subconsultant may use already established Intellectual Property.

Each party hereto, insofar as it is free to do so without obligation to others, hereby authorizes the other party to use its Intellectual Property solely as necessary for the performance of each party’s respective obligations under this Agreement. Similarly, and only to the extent that a party is free to do so without obligation to others, Subconsultant shall contain appropriate royalty-free cross licenses between the parties so as to enable each party to use Intellectual Property of the other party to perform its obligations under this Agreement.

Subject to any rights of the Government Patent Office, each party shall retain title to any Intellectual Property if developed, authored, conceived or reduced to practice independently and solely by that party during the performance of this Agreement without the other party's Intellectual Property. In such event, no license, express or implied, shall inure to the benefit of the other participating party to prepare copies and derivative works of such copyrighted works or to make, use, sell and export/import products or processes incorporating such Intellectual Property, except as expressly provided herein or in any resulting subcontract between the parties.

* 1. The Consultant and Subconsultant, respectively, bind themselves, their partners, successors, assigns and legal representatives of each party with respect to all covenants of this Agreement. The Subconsultant shall not assign, sublet or transfer any interest in this Agreement without the written consent of the Consultant.
  2. This Agreement together with the applicable WOAM, attached Exhibit A and any other documents incorporated therein, represents the entire and integrated agreement between the Consultant and the Subconsultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Consultant and the Subconsultant.
  3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.
  4. DBE Notification. At the time of executing this Agreement is Subconsultant registered as a certified Disadvantaged Business Enterprise (DBE) company? (Consultant to be Notified within 5 business days if DBE status is lost)

Yes If yes: WBE SBE MBE No X

* 1. Notification. All correspondence to Consultant shall be addressed as follows:

Maria Hyatt, Project Manager Gannett Fleming

3838 N. Central Ave, Suite 1900

Phoenix, AZ 85012

**9.8.1** All correspondence to the Subconsultant shall be addressed as follows:

Rhonda Hall, Contracts Administrator

ICF Incorporated, L.L.C.

9300 Lee Highway

Fairfax, VA 22301

Phone: 703-255-5639

The parties may, with written notice, from time to time redesignate the receipt or change the addresses only indicated above.

* 1. During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, or any extensions or renewals thereof, Subconsultant agrees not to directly or indirectly solicit, employ, hire or retain any of the employees of the Consultant or its affiliates without Consultant’s prior written consent.

This Master Work Order Agreement is entered into as of the day and year first written above.

CONSULTANT SUBCONSULTANT

NAME: Karen Hobbs NAME: Anthony Chau

TITLE: Vice President TITLE: Senior Manager, Contracts

# EXHIBIT A (Sample):

**WORK ORDER AGREEMENT MODIFICATION # (WOAM)**

**WORK ORDER FOR PROJECT NO. UNDER MASTER WORK ORDER AGREEMENT BETWEEN GF AND (SUBCONSULTANT)**

**Dated .**

This Work Order Agreement Modification (WOAM) identifies key staff, specifies specific maximum work hours, maximum costs for this contract, and provides invoicing reference information.

**Project:** This WOAM is applicable to the following services for:

**Services:** Subconsultant shall perform specific services as specified in the Attached Scope of Work at the Authorized Project Budget as directed by the Consultant.

**Time Frame**: This WOAM commences on and terminates on *{Adjust as necessary}.*

# Key Subconsultant Staff:

**Maximum Work Order Hours & Costs:**

*{Adjust as necessary for each assignment}*

This WOAM is for a maximum of labor hours, dollars including all labor, material, other direct cost and fees.

See attached individual Cost Breakdown Sheets referenced as sheets . Work hours are not to be expended without prior written approval from the Work Order Manager.

# Maximum Cumulative Work Order Hours and Costs.

Project No. Modification No. Max. Hours Max. Dollars

Cumulative Total Hours = 0 Cumulative Total Compensation $0 The Cumulative Total Hours for all Work Orders to date is hours.

The Cumulative Total Compensation for all Work Orders to date is $ \_ .

The aforementioned Cumulative Total Work Hours and Dollars must be stated on the monthly invoices.

# All Subconsultants shall:

* + 1. Fax/Email a draft copy of the monthly invoice by the working day of the month following the invoice period to:

The GFI Work Order Manager

* + 1. Include with the final monthly invoice all supporting documentation including a Daily Work Log which identifies the individual, job number, project title, hours worked, date work performed and a brief description of the work performed.

# Invoicing Reference:

Identify all monthly invoices by Project Number and Task or Phase as applicable:

Gannett Fleming Project/Job Number- Task/Phase

Send monthly invoices to:

Gannett Fleming

Telephone: Fax:

This Work Order Agreement is a Modification to the Master Work Order Agreement originally executed the day of

, 20 .

This is a Work Order Agreement Modification made as of the day of , 20 .

CONSULTANT SUBCONSULTANT

NAME: NAME:

TITLE: TITLE:

**Attachment 1: SUBCONSULTANT QUALITY VERIFICATION FORM**

SubConsultant must provide a signed copy of this form with each deliverable\* specified in the Work Order or the deliverable will not be accepted. A true copy of SubConsultant’s internal QA/QC review and approval forms related to the deliverable should be attached.

This form must be signed by SubConsultant’s Quality Assurance/Quality Control Officer.

**Project Name:**

**Gannett Fleming Project Number:**

**Deliverable Description:**

I, , warrant and represent that the project deliverable described above and attached to this form was developed in accordance with the project scope of work, is fully compatible and functional with any specifications or requirements, and that all elements relating to the quality of the deliverable were verified in accordance with the requirements of my firm’s internal quality management/quality assurance system. This deliverable satisfies all requirements of our Contract with Gannett Fleming.

**Signature:**

(by SubConsultant’s QA/QC Officer)

**Contractor: ICF Incorporated, L.L.C.**

**Date:**

**\*‘Deliverable’ shall mean all calculations, drawings, maps, specifications, reports, data bases, logs and other information developed from wells, borings and cores, laboratory data, materials schedules, instrument calibration data and all other items developed, prepared and delivered to Gannett Fleming as specified in the Scope of Work, in any form or media.**

**Attachment 2: SUBCONSULTANT SCHEDULE OF RATES**



