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Roundtable Discussion

Opportunity to get together in an informal setting to examine issues & have academic dialogue

- Information exchange by the participants
- Intended to be interactive
- Equal right for each person to participate

“You may have a solution that no one else has thought about yet.”
Partnering

The association of two parties as contributors to joint venture, usually sharing its risks and gains.
DOT GOALS

• Clear Right of Way
  • On SCHEDULE
  • As outlined in SCOPE OF WORK
  • For REASONABLE COSTS
  • CERTIFIABLE in accordance with UNIFORM ACT and State Regulations
  • PERFORM as Extension of DOT

• Retain Quality Team that DOT can Rely on for Future Assignments.
CONSULTANT GOALS

• Clear Right of Way
  • In accordance with CONTRACT TERMS
  • With Appropriate ASSIGNMENT OF RISK
  • Under ATTAINABLE SCHEDULE
  • With Assurance of Payment for CHANGES in SCOPE OF WORK
  • For REASONABLE COSTS
  • CERTIFIABLE in accordance with UNIFORM ACT and State Regulations

• Provide Quality Service to Gain Future Assignments.
What’s in the Contract?

• Legally Binding Obligations
• Indemnity Clauses
• Standardization of Scopes of Work
• Schedule
• Methods of Payment
• Performance on Both Sides
• Allowances for Change Orders
Indemnity

• Indemnification and hold-harmless clauses are risk-shifting provisions designed to assign responsibility and risk of loss to one party or the other.

• The preferred practice is for both parties to remain responsible for their own actions, including their employees, for whom they have control over.
Standardized Scope of Work

• Create an “Off the Shelf Contract” that can be used with public and private agencies, especially those who do not often contract for services.
• Develop alternative contract provisions for use when contracting with entities having their own standard contracts.
• Can this save money for the DOT?
• Will this expedite project delivery?
Schedule

• Overall Deadline vs. Milestone Dates
• Responsibility of Consultant for Subconsultant Deadlines
• Responsibility of DOT meeting Schedule
• Penalties when Schedule is Not Met?
Method of Payment

- Unit Price vs. Hourly Rates
- Milestone Payments
- What will result in Reasonable Costs for DOT?
- What happens when the Consultant reaches the “Not to Exceed” and work is not complete?
Performance – Obligations in the Contract

• Clear understanding of how and when contract provisions impact project delivery/schedule.
• What if the agency/company does not perform?
• Clear understanding what allows either party to cancel contract.
Scope of work changes may be done on the fly. Contracts should reflect reality, allow for change with the understanding that they will be documented at a later date.

“Modifications and/or changes in the scope of work may be made at the request of the agency provided that they are documented either by letter, email, change order or other correspondence. Use and/or acceptance of work product not specifically delineated in the original scope of work shall be compensated for by the agency, if used in connection with this or other projects regardless of documentation.”
Questions???
Thank you!