



MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION

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REQUEST FOR QUALIFICATIONS

**Brownfield Redevelopment Consulting Services**  
**10/16/2019**

The Mid-Ohio Regional Planning Commission (MORPC) requests interested and qualified companies to submit a Statement of Qualifications to provide professional environmental services to support implementation of its planned Coalition Brownfield Redevelopment Program, with its partner member political subdivisions (collectively, the Coalition).

MORPC is a voluntary association of local government communities in the 15-county Central Ohio area. Our organization strives to enhance the quality of life and competitive advantages of Central Ohio by working through local governments and other constituents. A catalyst for change, evidence of MORPC's work is seen every day through planning, programming and services in the areas of housing, transportation, water, land use, economic development, environment, public policy and technology. We assist our local government members by providing innovative solutions for the many challenges facing our growing region.

The Coalition is seeking an environmental consulting firm (the Consultant) to assist the Coalition to identify and acquire applicable U.S. EPA Brownfields Redevelopment Grants (EPA Grants) and other sources of funding for its Brownfield Redevelopment Program associated with implementation of multi-modal corridor concepts throughout the Central Ohio Region. Project objectives will include reducing environmental barriers to redevelopment and encouraging revitalization and reuse of brownfields sites. The selected consulting firm must have proven expertise and experience in all aspects of the project Scope of Services and demonstrated success with projects of similar scope and size.

This Request for Qualifications (RFQ) outlines the information necessary to understand the requirements for the Consultant. This Request for Qualifications is available online at <http://www.morpc.org/rfps-rfqs/>.

The Mid-Ohio Regional Planning Commission in accordance with Title VI of the Civil Rights Act of 1964 and the related nondiscrimination statutes, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

Small, minority-owned, or woman-owned businesses are strongly encouraged to apply.

**William Murdock, AICP**  
Executive Director

**Rory McGuinness**  
Chair

**Karen J. Angelou**  
Vice Chair

**Erik J. Janas**  
Secretary

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## **I. BACKGROUND**

MORPC recently completed the insight2050 Corridor Concepts Study. The study analysis explored how more walkable, compact neighborhoods and high-capacity transit along five representative routes can improve quality of life by positively impacting transportation, infrastructure, housing, and the environment. Moving into the implementation phase of the corridor concept projects from the study will require preparing communities for the redevelopment of properties along each corridor that will support multimodal transportation choices, including high-capacity transit.

The objective of this RFQ is to help the Coalition select the Consultant to assist the Coalition to identify and acquire applicable EPA Grants and other sources of funding for its Brownfield Redevelopment Program associated with implementation of corridor concepts from the study. If the Coalition is awarded funding, the consultant will assist in the management of those funds and perform funded, eligible activities. The selected firm will be required to work closely with the Coalition to meet project objectives of reducing environmental barriers to redevelopment and encouraging revitalization and reuse of brownfields sites. The selected consulting firm must have proven expertise and experience in all aspects of the project Scope of Services and demonstrated success with projects of similar scope and size.

## **II. SCOPE OF SERVICES AND CONSULTANT REQUIREMENTS**

### Task 1: Identify and Prepare Applications for Applicable U.S. EPA Brownfields Grants

The selected consultant will work with the Coalition to identify EPA Grants for which the Coalition's target sites and projects may be eligible, and then prepare a competitive application(s) for the selected grants. EPA Grants for which the Coalition may apply include, but are not limited to, Assessment Grants, Brownfields Revolving Loan Fund Grants, and Cleanup Grants. In each year of the contract, prior to release of that year's EPA Grant application guidelines, the Coalition and Consultant will conduct a Brownfield Redevelopment Program (the Program) evaluation to identify which, if any, grants would help support the Program and then determine the Coalition's/site's eligibility. If the Coalition decides to pursue an EPA Grant opportunity, the Consultant will, with the Coalition's support, prepare a competitive application for funding.

The Consultant's initial responsibility will be to prepare an application for an FY 2020 EPA Community-Wide Brownfields Assessment Grant for both Hazardous Substances and Petroleum; the amount of the grant request will be dependent upon program-wide funding limits by EPA. The Consultant will follow the FY 2020 Grant Application Guidelines that are issued by the EPA at the beginning of the grant application period (anticipated to be during October 2019). The consultant will work closely with the Coalition to complete threshold and criteria requirements of the selected EPA grant to develop a compelling and competitive grant application. Once assembled, the draft application must be provided to the Coalition for review no less than 10 business days prior to the grant application deadline. The Coalition will provide comments to the Consultant no less than 5 business days prior to the grant application deadline. The Consultant must submit the completed grant application to the U.S. EPA before the grant deadline.

Future responsibilities may include securing a debriefing on failed applications and preparation of applications, as described above, for: an additional Assessment Grant(s), RLF Grant and supplement

funding, Cleanup Grants, and other grant programs that may be or become available and applicable to the Program.

Task 2: Assist in Managing Awarded U.S. EPA Brownfields Grant

If an EPA Grant is awarded to the Coalition, the Consultant will prepare a Grant Work Plan in accordance with EPA guidelines and policies within one month of the notification of the grant award, or other schedule as required expediting the EPA process of issuing a Cooperative Agreement. The goals and objectives and a time schedule for the grant project will be included in the Work Plan.

Upon full execution of the Cooperative Agreement, the Consultant will perform the contractual tasks assigned to the environmental consultant in the approved Grant Work Plan. These will include all or some of the following:

- All grants
  - Assist the Coalition in designing and conducting community outreach and participation activities;
  - Prepare and obtain EPA approval of an appropriate quality assurance plan;
  - Prepare Site Eligibility Determinations;
  - Create and maintain ACRES database entries for each site on which grant funds are expended; and
  - Assist in the preparation of required project reports
- Assessment Grant
  - Conduct environmental site assessments in accordance with the All Appropriate Inquiry Rule;
  - Conduct hazardous materials, asbestos and/or lead-based paint assessments; and
  - Conduct cleanup and redevelopment planning allowed under the grant.
- Cleanup Grant
  - Prepare and manage the review and approval of, in accordance with EPA guidance, all documentation necessary to initiate the cleanup project;
  - Develop response action plans and specifications;
  - Develop and manage the state involvement process;
  - Assist with contractor retention;
  - Monitor progress of environmental response actions;
  - Monitor and document compliance with Davis Bacon Act and other federal cross-cutters; and
  - Provide other operational and financial administrative support as requested.
- Revolving Loan Fund Grants
  - Help the Coalition develop a project/loan application, review and approval process;
  - Help the Coalition develop loan documents;
  - Prepare and manage the review and approval of, in accordance with EPA guidance, all documentation necessary to initiate each RLF loan-funded cleanup project;
  - Develop and manage the state involvement process;
  - Monitor progress of environmental response actions;

- Monitor and document compliance with Davis Bacon Act and other federal cross-cutters; and
- Provide other operational and financial administrative support as requested;

Task 3: Identify, Acquire and Manage Additional Brownfield Redevelopment Financing

At the request of the Coalition, the Consultant will assist in the identification and acquisition of funding from other federal and state grant, loan, and other incentives programs that may support brownfield redevelopment projects. The Consultant then will assist the Coalition in determining eligibility for funding, managing the application process and preparing an application, then managing those funds that are awarded.

TYPE OF CONTRACT

It is anticipated that an indefinite quantity, cost reimbursement contract will be entered into as a result of this RFQ. The contract will have a fee structure based on the fee schedule proposed by the selected firm. Only work performed on tasks for which the scopes of service and cost have been approved by the Coalition will be compensated. At the sole discretion of the Coalition, the total contract value may be limited to the amount of funds available under the current U.S. EPA Grant(s) and future brownfield redevelopment funding sources. Negotiations may be undertaken with those Respondents whose qualifications and proposal as to price and other factors show them to be qualified, responsible and capable of performing the work.

The contract with the selected firm will require compliance with all Federal U.S. EPA laws, rules, and regulations listed in the Coalition's U.S. EPA grant, including but not limited to, 40 CFR Part 33.

CONTRACT DURATION

This contract is anticipated to be for a period of four years from the date of contract execution. The contract will include the option for two, one-year, extensions or a single extension until the date of completion of activities mutually agreed by the Coalition and the selected firm.

INSURANCE

The selected firm will be responsible for providing certificates of insurance to the Coalition which comply with the terms of the Insurance Appendix attached

**III. CONTENTS OF THE STATEMENT OF QUALIFICATIONS**

The Statement of Qualifications must address the following items. Failure to respond to a specific requirement may be a basis for elimination. MORPC reserves the right to accept or reject any or all submissions.

**A.) Cover Letter**

- List the name of the solicitation
- List the name, address and other contact information of the company (may be part of letterhead)
- List the name, title, telephone number, and e-mail address of a contact person with authority to answer questions regarding the Statement of Qualifications
- Include an identification of the company as a corporation or other legal entity

- Include a statement that the contractor has sole and complete responsibility for delivery of the required services
- Be signed by a representative authorized to legally bind the company

*Note: Company brochures/promotional materials will not be accepted.*

**B.) Personal and Corporate Profile**

- Overview of the company
- If applicable, statement of Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Encouraging Diversity Growth and Equity (EDGE), and Women-Owned Business Enterprise (WBE) certifications
- Background information on individuals who are anticipated to be assigned to the work and must include a project manager
- Company criminal history check policy
- Describe systems and processes for the maintenance of records and accounts, including personnel and financial records, and controls to protect personal confidential information

**C.) References and Related Experience**

- Three (3) references from recently won/ completed grant projects including the client name, address, phone number, and a description of the work.
- List previous related experience:
  - An overview of the firm's brownfield redevelopment capabilities/capacities related this project;
  - Experience supporting successful brownfield redevelopment projects;
  - Experience preparing successful application for U.S. EPA Brownfields Grants;
  - Experience managing U.S. EPA Brownfields Grants;
  - Experience on projects funded by other state or federal programs;
  - Demonstrate experience working on projects of similar size or scope; and,
  - Experience with the Ohio Brownfields Program, including specific experience with the Ohio EPA Voluntary Action Program (VAP).
- Demonstrate ability to complete work in a timely manner.

**D.) Project Team**

- A project organization chart and descriptions of the role and responsibilities of each team member;
- Identity and qualifications of key staff who will be assigned to the project, demonstrating that each team member is qualified to perform the assigned role and tasks; and,
- Resumes of key staff assigned to the project.

**E.) Insurance**

- Copy of current Ohio Bureau of Workers' Compensation Certificate of Premium Payment
- Copy of Certificate of Liability Insurance meeting the limits of liability outlined in Section II, or a statement that the company will obtain insurance meeting the limits of liability outlined in Section II
- Statement that the company will furnish to MORPC a copy of the Certificate of Liability Insurance naming MORPC and Program Funders (as required) as additional insured

***F.) Task-oriented Budget***

This section shall also provide a full description and breakdown of the expected tasks and associated cost for the project. The proposal shall present a breakdown of hours and expenses by task and by year, the hourly billing rates for team members, and all non-labor expenses expected to be reimbursed this includes all direct labor costs by person or position, overhead costs, non-salary direct costs including any travel time, equipment costs, per diem, printing costs, any fees, subcontractor costs, conversion of data and delivery to MORPC incurred by the consultant. Total cost shall be indicated, as well as an estimated cost per task based on the tasks identified in the work plan.

Also see the attached Appendix: Direct Expense Reimbursement Policy.

The proposer should be aware that it is the goal of MORPC to process and pay properly prepared and submitted invoices within 60 days, although that is not guaranteed. Improperly prepared and submitted invoices will be returned and will consequently not be processed and paid within the 60-day goal. Proof of payment will be required for all charges included on invoices.

**IV. SELECTION PROCESS**

Consultant qualifications will be reviewed and assessed to determine if the submitter meets or is capable of meeting the contracting requirements for the Brownfield Redevelopment Program. If there are areas of deficiency (for example, not all required trainings have been completed) consideration will be given if the submitter demonstrates how they will meet the requirement.

The Consultant will be selected using a Qualification-Based Selection (QBS) process in accordance with requirements of 40 CFR 31.36. SOQ packages will be judged related to the Scoring Scale presented below. Respondents will be awarded points ranging from zero to the maximum score per category. Respondents should provide documentation addressing elements of the Scoring Scale as it relates to their SOQ.

If a contract is awarded, it will be awarded to the Respondent deemed most qualified and responsive as determined at the sole discretion of the Coalition based on the Coalition's review of the respondent's ability to provide the required services. Qualifications submissions primarily will be evaluated on the basis of the following:

- Demonstrated capabilities and experience in the following areas: 1) acquisition of EPA Brownfields Redevelopment Grants; 2) role as qualified environmental consultant for U.S. EPA Brownfields Grant grantees, including successful use of grant funds, 3) successful implementation of community brownfield redevelopment programs, and 4) significant participation in successful brownfield redevelopment projects;
- Qualifications and availability of project staff;
- Demonstrated understanding of the EPA Brownfields Grant program and the management and operation of Assessment, Cleanup, and RLF Grants; and
- Scope of brownfield redevelopment services provided by the firm.

The SOQ evaluation scoring criteria and points (100 possible) are presented below:

**Brownfield Redevelopment Consulting Services**

1. Demonstrated capabilities of the firm (15 points)
  - a. History and background
  - b. Breadth of services and capabilities for supporting: U.S. EPA Brownfields Redevelopment Grants, community brownfield redevelopment and programs, and brownfield redevelopment projects
  - c. Capability to meet project staffing and schedule needs
2. Structure and demonstrated capabilities and qualifications of project team (20 points)
  - a. Project team organizational structure, project position/role descriptions and responsibilities, and key staff assignments
  - b. Qualifications and experience of key project staff related to U.S. EPA Brownfields Grant implementation, brownfields redevelopment, and technical requirements of the Scope of Services
  - c. Identification and qualifications of all proposed subcontractors and descriptions of the services to be provided
3. Demonstrated qualifications and experience of the firm performing the project tasks (25 points)
  - a. Project experience related to U.S. EPA Brownfields Grants acquisition, management and implementation; acquisition and management of brownfield redevelopment financing; brownfields redevelopment; and assisting local communities to successfully support brownfields redevelopment.
  - b. Project experience related to the technical requirements for completing the tasks described in the Scope of Services.
  - c. Project experience, relevant to the Scope of Services described above, during the past three years.
  - d. Project summaries for representative projects, including client name, dates of service and references (contact name, title, and telephone number), demonstrating experience related to the U.S. EPA Brownfields Grant Program, technical activities required in the Scope of Services, state and local brownfield redevelopment incentives programs, and brownfield redevelopment projects.
4. Demonstrated understanding of the following: U.S. EPA Brownfields Grant program and operations of each grant type, technical approaches for completing the Scope of Services, and the Ohio Brownfields Program/Ohio Department of Environmental Management's relationship to the U.S. EPA Grant activities. (25 points)
  - a. The role and applicability of U.S. EPA Brownfield Grants and respective eligible environmental activities in a brownfield redevelopment program generally
  - b. Understanding of the technical requirements and approaches for conducting the tasks and managing/operating each of the grant programs described in the Scope of Services
  - c. Quality assurance requirements and procedures
  - d. The VAP and Ohio EPA's relationship with U.S. EPA Grant tasks



- e. Policies, protocols, laws and regulations applicable to the conduct of U.S. EPA Grant and brownfield redevelopment activities
5. Demonstrated understanding of the Scope of Services and task implementation as evidenced by discussions of estimated costs and schedules where appropriate (10 points)
  - a. Representative costs or ranges for the project activities (EPA Brownfields Grant, Phase I, Phase II, Cleanup Planning, etc.) required to accomplish the Consultant's scope of services described in this RFQ
  - b. Adequacy and representatives of project schedules as described above
6. Reasonableness and competitiveness of proposed activity costs and services (5 points)

## **V. SUBMISSION QUESTIONS & DEADLINES**

This solicitation begins on the date in the title of this Request for Qualifications and shall remain active until the **Statement Of Qualifications Deadline - October 30, 2019 at 4:00pm.** It will be posted online at: <http://www.morpc.org/rfps-rfqs/>.

Interested parties may submit a Statement of Qualifications at any time while this solicitation is active.

**Questions pertaining to the submission must be submitted by 5:00pm on October 24, 2019.** Questions must be submitted to Thea Walsh at [twalsh@morpc.org](mailto:twalsh@morpc.org). The email should be titled Questions: Brownfield Redevelopment Program RFQ.

## **VI. SUBMISSION FORMAT**

Submit Statement of Qualifications to:

Mid-Ohio Regional Planning Commission  
Attn: Thea Walsh  
111 Liberty Street, Suite 100  
Columbus, OH 43215  
[twalsh@morpc.org](mailto:twalsh@morpc.org)

Electronic submissions are preferred. Include SOQ: Brownfield Redevelopment Program in the subject line.

## **VII. TERMS & CONDITIONS (INCLUDING COMPLIANCE WITH 40 CFR PART 33)**

The submitter agrees that it will not discriminate against any employee, applicant for employment, or sub-contractor and that it will take affirmative action to insure that employees, applicants and sub-contractors are treated equally during employment without regard to race, color, sex, gender identification, creed, religion, ancestry, national origin, sexual orientation, disability, genetic

information, age, marital/familial status, military status (past, present, or future), limited English proficiency, or status with regard to public assistance.

Disadvantaged Vendors shall have the maximum opportunity to participate in the performance of contracts financed under this solicitation. In this regard, all proposers shall take all necessary and reasonable steps to ensure that minority vendors have the maximum opportunity to compete for and perform any subcontracts. Also, proposing firms are encouraged to notify MORPC if they meet one of the disadvantaged vendor designations, such as Minority Business Enterprise (MBE), Small Business Enterprise (SBE), or Women-owned Business Enterprise (WBE).

A ten (10) percent minority business enterprise (MBE) goal has been established for this contract consistent with MORPC's Diversity and Inclusion Plan. Respondents are strongly encouraged to meet or exceed this goal, and this section should include a description of how the contractor will do so. It is preferred that MBE firms are certified as a minority business enterprise by the State of Ohio, the City of Columbus, or other similar certifying entity. MORPC will expect the selected proposer to meet the MBE percentage included in their contract and will require ongoing reporting of this percentage during the

MORPC reserves the right to accept or reject any or all Statements of Qualifications.

MORPC shall not be liable for any costs incurred by the submitter in response to this RFQ, or any costs incurred in connection with any discussions, correspondence or attendance at interviews or negotiation sessions.

All materials submitted in response to this RFP shall become the property of MORPC and may be returned only at MORPC's option.

All materials received shall be considered public information and shall be open to public inspection.

The following are not part of the proposal requirements but will be requirements in the contract in addition to other contractual requirements.

Cancellation

MORPC reserves the right to cancel any contract for failure or refusal of performance, fraud, deceit, misrepresentation, collusion, or any other misconduct on the part of the consultant.

Unresolved Finding for Recovery

The selected consultant affirmatively represents and warrants to MORPC that it is not subject to a finding for recovery under ORC 9.24 or that it has taken appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. The consultant agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by MORPC to the consultant hereunder shall be repaid to MORPC immediately, or an action for recovery may be commenced immediately by MORPC for recovery of said funds.

Covenants of Consultant

The consultant will be required to covenant and warrant the following:

- a) Consultant is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract, supported in whole or in part by the funding sources for this project;

- b) Consultant has not within a three (3) year period had one or more public transactions terminated for cause or default;
- c) Consultant will comply with the provisions of Section 1352, Title 31 of the U.S. Code, which prohibits the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

## **VIII. COALITION RIGHTS**

During the solicitation process, the Coalition reserves the following rights:

- To reject any and all proposals, and to postpone, re-solicit, or cancel the selection process.
- To waive irregularities or informalities in procedures related to the RFQ.
- To make inquiries as deemed necessary of respondents and their references and clients.
- To select an alternate firm if an agreement is not reached with the initially selected firm for any reason.
- To reject additional information from any respondent.
- To consider proposal modifications received at any time before the award is made, if such action is deemed to be in the best interest of the Coalition.
- To waive liability for reimbursement of any costs incurred by respondents to the RFQ.

## **IX. OTHER TERMS, CONDITIONS, AND EXCEPTIONS**

Some or all of the work performed under the U.S. EPA Assessment Grant will be subject to federal contractual and cross-cutting provisions. The Coalition hereby notifies respondents that a successful award may be contingent upon the agreement and ability of the selected firm to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g., Davis-Bacon Act, DBE utilization, etc.).

By submitting a response to this RFQ, each respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a respondent or respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

## **APPENDIX: INSURANCE PROVISIONS CONTRACTOR'S/CONSULTANT'S INSURANCE**

Before commencing the work on the Scope of Services on any individual Contractor/Consultant Project, and as a condition precedent to any payment, the Contractor/Consultant shall purchase and maintain insurance in conformance with the provisions contained in this Appendix C. This insurance will provide a defense and indemnify MORPC, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Contractor's/Consultant's acts or omissions or the acts or omissions of those acting on the Contractor's/Consultant's behalf.

Proof of this insurance shall be provided to MORPC before the work on the Scope of Services commences, as set forth below. To the extent that the Contractor/Consultant subcontracts with any other entity or individual to perform all or part of the work, the Contractor/Consultant shall require any other Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of the work by any other Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by MORPC of Contractor's/Consultant's or any other Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this appendix deny coverage to MORPC, the Contractor/Consultant or any other Subcontractors will, upon demand by MORPC, defend and indemnify MORPC at the Contractor's/Consultant's or any other Subcontractor's expense.

### **MINIMUM LIMITS OF LIABILITY**

The Contractor/Consultant must maintain the required insurance with a carrier rated A-, or better by A.M. Best. The Contractor/Consultant shall maintain at least the limits of liability as set forth below:

#### **Commercial General Liability Insurance**

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000  
General Aggregate per Project  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury Limit

#### **Business or Commercial Automobile Liability Insurance**

\$1,000,000 combined single limit per accident

#### **Workers' Compensation and Employers' Liability Insurance**

\$100,000 Each Accident  
\$100,000 Each Employee for Injury by Disease  
\$500,000 Aggregate for Injury by Disease

#### **Excess or Umbrella Liability (to overlay Employers' Liability, Automobile Liability and Commercial Liability coverages)**

\$1,000,000 occurrence/aggregate

#### **Additional Insured Status and Certificate of Insurance**

MORPC and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Contractor's/Consultant's and any Subcontractors' Commercial General Liability Policy, which must

be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Agreement that it is the intent of the Parties that any insurance obtained by MORPC is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor/Consultant, any other Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers' Compensation Policies in favor of MORPC and Owner, and this clause shall apply to MORPC and Owner's officers, agents and employees, with respect to all Projects occurring the policy term.

Prior to commencement of work on any individual project, Contractor/Consultant shall submit a Certificate of Insurance in favor of MORPC and an Additional Insured Endorsement (in a form acceptable to MORPC) as required hereunder. The Certificate shall provide for thirty (30) days notice to MORPC of any change in coverage or ten (10) days notice if the policy is not renewed. Copies of insurance policies shall promptly be made available to MORPC upon request.

Contractor/Consultant agrees that if any of its employees, or its subcontractors, engaged in the performance of this Agreement, reside in any state other than the State of Ohio, Contractor/Consultant will furnish MORPC with a Certificate of Insurance for an all-state endorsement, which shall be for at least \$100,000.

#### **NO LIMITATION ON LIABILITY**

With regard to any and all claims against any additional insured by any employee of the Contractor/Consultant, anyone directly or indirectly employed by the Contractor/Consultant or anyone for whose acts the Contractor/Consultant may be liable, the indemnification obligation shall not be limited by an limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **CANCELLATION, RENEWAL, AND MODIFICATION**

The Contractor/Consultant shall maintain in effect all insurance coverages required under this Agreement at the Contractor's/Consultant's sole expense, underwritten by insurance companies acceptable to MORPC, until final completion and acceptance of the entirety of the Agreement's Scope of Services, or longer if so provided in the work order such as with respect to completed operations coverage. Certificates of Insurance showing required coverage to be in force must be delivered to MORPC prior to commencement of the Agreement's Scope of Services for an individual project. In the event the Contractor/Consultant fails to obtain or maintain any insurance coverage required under this Agreement, this shall be considered a material breach of the Agreement, entitling MORPC, at its sole discretion, to purchase such equivalent coverage as desired for MORPC's benefit and charge the expense to the Contractor/Consultant, or, in the alternative, exercise all remedies otherwise provided in the Agreement, the work order, or as permitted by law or equity.

#### **CONTINUATION OF COVERAGE**

The Contractor/Consultant shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Scope of Services of final payment to MORPC on any individual project, whichever is later. The

Contractor/Consultant shall furnish MORPC evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

**ACKNOWLEDGEMENT OF REFERRAL OF THIS PROVISION TO THE CONTRACTOR'S/CONSULTANT'S INSURANCE AGENT OR BROKER**

The Contractor/Consultant represents that it has provided a copy of the "Insurance Provisions" to his insurance agent and/or broker, and the Contractor/Consultant has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

MORPC and Contractor/Consultant hereby acknowledge that this Appendix C is considered a material term of the Agreement.



## CONTRACTOR POLICES & PROCEDURES: Reimbursement for Direct Costs

If applicable, contractors will be reimbursed for authorized and documented expenses incurred while conducting MORPC business.

**Original, itemized receipts**, paid bills or other documentary evidence of proof of payment for expenditures must be submitted with **all** reimbursement requests. If the item is paid in cash, an itemized receipt indicating that the amount has been paid is required. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures.

### TRAVEL

Contractors are expected to make prudent business decisions and comparison shop for airfares, rental cars, lodging, etc., and to keep in mind that they are being reimbursed with public monies. Contractors expecting to charge travel expenses to MORPC projects should keep the following policies in mind as these expenses will be carefully reviewed as part of the invoice review process. Reimbursement will be offered for the following, as consistent with the agreed upon budget:

**Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.

**Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.

**Auto Rental:** Rental or leased vehicles will not be reimbursed unless approved in writing by MORPC's Finance Department in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.

**Personal Vehicle:** Mileage for usage of personal vehicles for business will be reimbursed at the rate of \$0.545 per mile (based on GSA's current established rate for 2018). The rate may be adjusted to reflect any changes made by the IRS.

### LODGING

Consultants will be reimbursed for the actual cost of lodging while on overnight agency business up to the maximum lodging amount permitted by Federal Travel Regulations (FTR) for the geographic region.

### MEALS

Consultants will be reimbursed for the **actual cost** of eligible meals, taxes and gratuities (generally 18%) of a reasonable amount, not to exceed the current daily total established by the Federal Travel Regulations (FTR) for the geographic region. Alcoholic beverages are **not** an eligible reimbursable expense.