

## INTENT TO SUBCONTRACT

This form is to demonstrate the CONTRACTING CONSULTANT'S intent to subcontract or to amend a subcontract. This form replaces the traditional subcontract agreements submitted directly to MDOT through the subcontracting process. It does not serve as a replacement for any subcontract agreements between the CONTRACTING CONSULTANT and SUBCONTRACTING CONSULTANT(S). This form is required of all SUBCONTRACTING CONSULTANTS providing services under the Prime Contract and must have a signature by an authorized legal signer of the SUBCONTRACTING CONSULTANT and CONTRACTING CONSULTANT.

### PROJECT INFORMATION

<b>MDOT CONTROL SECTION(S) – JOB NUMBER(S):</b>  <p style="text-align: center; color: blue; font-weight: bold;">CS - JN</p>	<b>CONTRACT / AUTHORIZATION NUMBER:</b>	<b>BASIS OF PAYMENT:</b>
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**PROJECT DESCRIPTION:**

SUBCONTRACT AMOUNT:			FIXED FEE:		
ORIGINAL:	AS AMENDED:	TOTAL:	ORIGINAL:	AS AMENDED:	TOTAL:
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**SUBCONTRACTING CONSULTANT PREQUALIFICATION CLASSIFICATION(S) -OR- DESCRIPTION OF SERVICES:**


- The SUBCONTRACTING CONSULTANT shall be governed by the laws of The State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in The Prime Contract. The SUBCONTRACTING CONSULTANT shall be governed by all The terms and conditions of The Prime Contract, including any amendments to the original Prime Contract. The terms and conditions of the Prime Contract should prevail over the services provided for under any subcontract.
- The effective and expiration dates shall be the same as the Prime Contract unless otherwise mutually agreed upon by both parties and referenced in the subcontract.
- MDOT, FHWA or its representative may inspect, copy, scan or audit the CONTRACTING CONSULTANT or SUBCONTRACTING CONSULTANT records at any reasonable time after giving reasonable notice. Any audit, examination, review, assessment, inspection and/or investigation performed would allow MDOT to make financial adjustments to charges for which this company has requested reimbursement via an MDOT service contract, and require the company to be directly responsible for any monies owed MDOT.
- The CONTRACTING CONSULTANT shall make payment to any SUBCONTRACTING CONSULTANT within (10) days of receipt of payment. The CONTRACTING CONSULTANT shall pay the SUBCONTRACTING CONSULTANT on the basis of payment identified above.
- Records, including executed subcontracts, are to be maintained for 3 years from the date of final payment to the CONTRACTING CONSULTANT and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.
- The SUBCONTRACTING CONSULTANT agrees that the cost reported to the CONTRACTING CONSULTANT for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. The SUBCONTRACTING CONSULTANT also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the prime contract that apply to the reporting of costs incurred under the terms of the Prime Contract.
- The MDOT Project Manager shall be notified in writing by the CONTRACTING CONSULTANT in the event the subcontract or amendment is not executed.
- The individuals signing the subcontract represent and warrant that they have the power and authority to enter into the subcontract (or amendment) and bind the parties for whom they sign.
- The SUBCONTRACTING CONSULTANT certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States.
- Fixed Fee on "as needed" projects is computed by taking the percent of actual labor hours invoiced to labor hours authorized, then applying that percentage to the total fixed fee authorized.
- Amendments to add additional funds need to specify what the basis of payment is, the total amendment fee and fixed fee (if applicable) amounts, and the new total maximum not to exceed subcontract fee and fixed fee amounts.

### SUBCONTRACTING CONSULTANT INFORMATION (TIER 1 or TIER 2)

<b>LEGAL BUSINESS NAME:</b>	<b>FEDERAL ID NUMBER:</b> <i>(Must match prequalification file)</i>	<b>ROLE:</b> (Prime, Tier 1, Tier 2)
<b>COMPANY ADDRESS:</b>	<b>CITY:</b>	<b>STATE:</b>
<b>EMAIL (AUTHORIZED CONTRACT SIGNER):</b>	<b>PHONE NO.:</b>	<b>EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):</b>
I, as the SUBCONTRACT CONSULTANT, certify that I am prequalified or certified, as required by the Michigan Department of Transportation, to perform the services under the subcontract.		<b>DBE:</b>
<b>AUTHORIZED LEGAL SIGNER:</b> (Printed Name - Title)	<b>SIGNATURE:</b>	<b>DATE:</b>

### CONTRACTING CONSULTANT INFORMATION (PRIME or TIER 1)

I, as the CONTRACTING CONSULTANT, intend to retain the services of the above SUBCONTRACTING CONSULTANT to perform services under the subcontract. This form shall be attached and made a part of the subcontract.

<b>LEGAL BUSINESS NAME:</b>	<b>PHONE NO.:</b>
<b>AUTHORIZED LEGAL SIGNER:</b> (Printed Name - Title)	<b>SIGNATURE:</b>
	<b>DATE:</b>