

CUYAHOGA COUNTY
AGREEMENT NO. 17876

This Agreement No. 17876 entered into this _____ day of _____, 2013, by and between Cuyahoga County, acting by and through the County Executive, hereinafter referred to as the County, and Michael Baker, Jr., Inc., hereinafter referred to as the Consultant, with an office located at 1228 Euclid Avenue, Suite 1050, Cleveland, Ohio 44115.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for Minor preparation of the Project Development Process for the Cleveland Towpath Trail from Tremont/Literary trailhead to Canal Basin Park in Cuyahoga County, Ohio, identified as CUY - Cleveland Towpath Trail Phase 4.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The County and the Consultant agree to the attached Invoice and Progress Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Progress Schedule.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Minor Project Development Process.

Part 1: Planning thru Environmental Engineering

Actual costs plus a net fee of Six Hundred Thirty-Seven Thousand Five Hundred Eighty-Three Dollars (\$637,583.00). However, the maximum prime compensation shall not exceed Six Hundred Thirty-Seven Thousand Five Hundred Eighty-Three Dollars (\$637,583.00).

Part 2: Geotechnical Services

Actual costs plus a net fee of Twenty-One Thousand Eight Hundred Seventy-Seven Dollars (\$21,877.00) plus Unit of Work Compensation for laboratory testing and field exploration as established on the attached Laboratory Testing Rate Schedule and Field Exploration Fee Schedule. However, the maximum prime compensation shall not exceed Twenty-One Thousand Eight Hundred Seventy-Seven Dollars (\$21,877.00).

Part 3: Canal Basin Park Coordination

Actual costs plus a net fee of Eighteen Thousand Two Hundred Sixty-Six Dollars (\$18,266.00). However, the maximum prime compensation shall not exceed Eighteen Thousand Two Hundred Sixty-Six Dollars (\$18,266.00).

Part 4: Traffic Counts & Study

Actual costs plus a net fee of Eight Thousand One Hundred Sixty-Nine Dollars (\$8,169.00). However, the maximum prime compensation shall not exceed Eight Thousand One Hundred Sixty-Nine Dollars (\$8,169.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Six Hundred Eighty-Five Thousand Eight Hundred Ninety-Five Dollars (\$685,895.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The attached Geotechnical Field Exploration Schedule and the attached Laboratory Testing Fee Schedule.

- (c) The attached Final Scope of Services Minutes dated January 25, 2013.
- (d) The Invoice & Progress Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the County Executive.

MICHAEL BAKER, JR., INC.

By: Steph L. Galh
Title: Asst. Vice President

CUYAHOGA COUNTY

Ed FitzGerald
Edward FitzGerald
County Executive

APPROVED AS TO FORM:

By: Michael W. Ely
Title: Asst. Law Director