

COUYAHOGA COUNTY

AGREEMENT NO. 16753

This Agreement No. 16753 entered into this _____ day of _____, 2011, by and between Cuyahoga County, acting by and through the County Executive, hereinafter referred to as the County, and HNTB Ohio, Inc., a corporation, hereinafter referred to as the Consultant, with an office located at 1100 Superior Avenue, Suite 1330, Cleveland, Ohio 44114-2531.

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 the preparation of the Minor Project Development Process for the reconstruction and widening of State Route 82 in Cuyahoga County, Ohio, identified as CUY-82-4.83.

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 Project 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: Steps 1 thru 3.

Actual costs plus a net fee of Twenty-Four Thousand Thirty-Seven Dollars (\$24,037.00). However, the maximum prime compensation shall not exceed Four Hundred Seventeen Thousand Four Hundred Eighty-Seven Dollars (\$417,487.00).

Part 2: Phase I Environmental Site Assessments.

Actual costs plus a net fee of Two Hundred Sixty-Two Dollars (\$262.00). However, the maximum prime compensation shall not exceed Thirty-Eight Thousand Five Hundred Fifty-Eight Dollars (\$38,558.00).

Part 3: Attendance at Additional Project Meeting.

Actual costs plus a net fee of Eight Hundred Thirty-Nine Dollars (\$839.00). However, the maximum prime compensation shall not exceed Eleven Thousand Eight Hundred Sixty-Five Dollars (\$11,865.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Four Hundred Sixty-Seven Thousand Nine Hundred Ten Dollars (\$467,910.00).

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 Scope of Services.
- (c) The attached Invoice & Progress Schedule.
- (d) 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.

HNTB OHIO, INC.

By: B. S. Swenson

Title: Vice President

Brian S. Swenson

CUYAHOGA COUNTY

Edward FitzGerald

Edward FitzGerald
County Executive

APPROVED AS TO FORM:

By: _____

Title: _____