

**AGREEMENT  
FOR  
ARCHITECTURAL/ENGINEERING SERVICES  
BETWEEN  
CUYAHOGA COUNTY, OHIO  
AND  
URS CORPORATION**

Contract No. \_\_\_\_\_

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the County of Cuyahoga, Ohio (the "COUNTY"), a political subdivision of the State of Ohio, and URS Corporation ("CONSULTANT"), a foreign corporation with principal offices located at 1375 Euclid Avenue, Suite 600, Cleveland, OH 44115.

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to engage the CONSULTANT to perform certain professional architectural/engineering services relating to the COUNTY's Real Estate Portfolio Consolidation project, and

**WHEREAS**, CONSULTANT, in response to the COUNTY's Request for Qualification RQ 23815, dated May 21, 2012, (known as the "RFQ"), has submitted a proposal on June 7, 2012, as amended on August 9, 2012 (known as the "Consultant's Proposal"), to furnish such professional services to the COUNTY; and

**WHEREAS**, the Department of Public Works of Cuyahoga County, Ohio, has selected the CONSULTANT, which, pursuant to a review process, was determined to be the most suitable to provide the professional services requested under the RFQ; and

**WHEREAS**, the CONSULTANT has agreed to perform professional services under the terms and conditions for the consideration indicated herein below.

**NOW THEREFORE**, in consideration of the mutual promises and obligations herein to be observed and performed by the parties hereto, the COUNTY and the CONSULTANT hereby agree as follows:

**ARTICLE I – SCOPE OF AGREEMENT**

**Section 1 – Scope of Services:**

By execution of this Agreement, the COUNTY and CONSULTANT agree to be bound by this Agreement, the COUNTY's RFQ (Exhibit "A"), and the Consultant's Proposal (Exhibit "B") for the performance of the professional services ("Work").

CONSULTANT further agrees to provide to the COUNTY all services necessary and required for the proper completion of the Work, including those identified or reasonably implied in the main body of this Agreement and Exhibits “A” and “B” that are attached to this Agreement and are made a part hereof as if fully rewritten herein, except as changed or modified by any provisions of this Agreement.

The parties agree that the provisions of this Agreement shall govern additional work items not included in the original scope of services and changes in the scope of services in the event of any discrepancy between the language of the aforementioned Exhibits and the provisions of this Agreement.

## **Section 2 – Schedule of Completion/Project Work Schedule:**

CONSULTANT has provided a project work schedule for the services to be performed under this AGREEMENT which is attached hereto as Exhibit “C.” Any modifications made to this schedule of completion/project work schedule will only be made by mutual agreement from both COUNTY and CONSULTANT where the COUNTY’s Director of Public Works shall be authorized to make any and all such changes. Updates can be made by COUNTY every time a task/phase milestone has been approved and completed.

## **ARTICLE II – CONDITIONS, TERMINATION OF AGREEMENT, INDEMNIFICATION, INSURANCE AND MISCELLANEOUS ITEMS**

### **Section 1 – General Conditions, the COUNTY’s Responsibilities:**

The COUNTY shall:

- A). Provide written approvals, as specified in Article One of this Agreement, or as mutually agreed to by the COUNTY and CONSULTANT, in a timely manner. Reports, plans and specifications shall be approved by the COUNTY as to scope, form, content and method of presentation prior to final acceptance by the COUNTY; and
- B). Upon receipt of and acceptance of the final tracings, make or otherwise arrange for the reproduction of the plans required for record and construction bidding purposes.

### **Section 2 – General Conditions, the CONSULTANT’s Responsibilities:**

The CONSULTANT shall:

- A). Perform all services hereunder in a professional and efficient manner in accordance with the generally accepted industry standards and practices applicable to the performance of such services; and
- B). Provide at its own expense all technical and professional services, labor equipment and materials required for the execution of this Agreement, except as enumerated otherwise and elsewhere in this Agreement. In addition, they shall employ registered professional architects, surveyors, engineers, etc., as necessary, to be responsible for the gathering of data, design of and checking of the Work covered by this Agreement. Any Work covered under this Agreement which requires the stamp of a registered or certified professional shall be stamped with the appropriate seal of the registered or certified professional in the State of Ohio; and
- C). Accept responsibility for recommendations, plans and specifications embodied in the final products of this Agreement and properly endorse the final products with the signature and seal of a registered professional architect and/or engineer in the State of Ohio who was in charge and responsible for all final products; and
- D). Comply with all Federal, COUNTY, State and municipal laws, ordinances, resolutions and policies applicable to the Work to be done under this Agreement. The CONSULTANT shall obtain Federal, State, COUNTY and/or local licenses; permits and/or clearances necessary to fulfill their obligations of this Agreement; and
- E). Agree that all Work under this Agreement shall be done under the direction and supervision of one of the officers or principals of the CONSULTANT; and
- F). Cooperate with representatives of COUNTY, who may be involved in the completion of this Agreement; and
- G). As part of its duties under this Agreement, have an officer or principal of the firm or project manager in attendance at all meetings called by recognized public agencies or civic organizations to discuss this project during the active life of this Agreement, whenever such attendance is requested by the COUNTY; and
- H). Monitor the qualifications, capabilities and capacities of its subconsultants to perform those items of the scope of services which have been delegated to them. Should the CONSULTANT be required to change key staff or add subconsultants through the course of this Agreement, the CONSULTANT must receive written approval from the COUNTY. The CONSULTANT will be required to notify the COUNTY in writing why a change or addition is required, how the change, addition or deletion will affect their original proposal and how this change, addition or deletion will affect the CONSULTANT's ability to meet any other requirements of the COUNTY before receiving written approval. Replacement of a subconsultant from those identified in their proposal does not

qualify as a reason for additional compensation per “Article 3, Section 4 Scope Changes” of this Agreement; and

- I). Not engage the services of any person or persons in the employment of the COUNTY or any other public body in the State of Ohio for any of the Work covered by the terms of this Agreement, without the specific written permission of the COUNTY.
- J). For purposes of CONSULTANT’s cost estimates and opinions, should construction bids from a lowest and best bidder exceed the construction costs or opinions produced by the CONSULTANT by more than 20%, the CONSULTANT shall provide the COUNTY with economically feasible alternatives, modify the design for the Work, and produce new cost opinions or estimates at no additional cost to the COUNTY.

### **Section 3 – Termination of Agreement:**

This Agreement may be terminated by the COUNTY at its sole discretion. In that event, the compensation to be paid the CONSULTANT by the COUNTY shall be determined by the COUNTY on the basis of Work completed, usable drawings and data available to the COUNTY.

### **Section 4 – Indemnification & Insurance:**

- A). To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the COUNTY, their officers, and employees against all losses, damages, expenses, suits, claims, demands, fines, penalties, awards, liabilities and costs, including reasonable attorneys fees, to the extent that the liability, or the underlying harm causing the liability, is caused by, any negligent error or omission in any drawings or specifications, other documents or CONSULTANT’s negligent performance under this Agreement, including any damages or claims arising out of any breach of or failure to observe or to perform any covenants, agreements or representations made by CONSULTANT under this Agreement, including injury or death or damage to person or property; negligent act, error or omission or willful misconduct of CONSULTANT, its principals, employees and subcontractors. At the COUNTY’s option, CONSULTANT shall reimburse the COUNTY in any litigation and pay on behalf of the COUNTY all sums that the COUNTY shall become legally obligated to pay as a result of any litigation or claims incurred in connection therewith and satisfy and cause to be discharged such judgments that may be obtained against the COUNTY, its officers, agents, and employees to the extent of CONSULTANT’s indemnification obligations as set forth above.

Sections 4 Indemnification & Insurance shall survive the completion of the Work to be performed hereunder and the termination of this Agreement.

- B). CONSULTANT and each of its subconsultants shall, at their expense and at all times during the performance of services hereunder, maintain comprehensive general and professional liability insurance insuring themselves against the indemnification obligations undertaken in Section 4(A) above. CONSULTANT shall require its subconsultants to obtain insurance and shall be responsible for enforcement of its subconsultant's obligation to obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent.
- C). The CONSULTANT shall maintain a general commercial liability policy with the minimum coverage being in the amounts of TWO MILLION DOLLARS (\$2,000,000.00) for death or injury of any one person and TWO MILLION DOLLARS (\$2,000,000.00) for the death or injury of two or more persons in any one occurrence, together with TWO MILLION DOLLARS (\$2,000,000.00) for property damage in any one occurrence with an aggregate property damage of TWO MILLION DOLLARS (\$2,000,000.00) for two or more occurrences, said insurance to be placed with an insurance company authorized to do business in the State of Ohio. Such policy shall name the COUNTY as additional insured and shall provide for notification to the COUNTY thirty (30) days prior to the cancellation of the policy. A Certificate of Insurance shall be appended to this Agreement, by the CONSULTANT, when they agree to the terms of this Agreement.
- D). CONSULTANT's insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars (\$100,000.00). The professional liability insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Work.
- E). The CONSULTANT shall secure Worker's Compensation for all of the CONSULTANT's employees as required by law. A Certificate of compliance from the State of Ohio's Bureau of Workers' Compensation shall be appended to this Agreement, by the CONSULTANT, when they agree to the terms of this Agreement. It shall remain the responsibility of the CONSULTANT to supply updated certificates to the COUNTY, as required. If the number of employees is insufficient to obtain such coverage, a statement to this effect shall be appended to this Agreement, by the CONSULTANT, when they agree to the terms of this Agreement.

#### **Section 5 – Miscellaneous:**

- A). The COUNTY reserves the right to inspect any and all equipment, materials and technical data used or developed for the scope of this Agreement.

- B). The COUNTY reserves the right to inspect the CONSULTANT's and/or their subconsultant's facilities and to conduct interviews of personnel previously and/or currently assigned to the project to assure the quality and progress of all authorized Work; and
- C). For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the COUNTY Director of Public Works and/or such members of her staff as designated; and
- D). The COUNTY reserves the right to use all or any part of the reports, plans, specifications, files, data, and other documents contemplated by this Agreement in conjunction with, supplemental to, or otherwise as the COUNTY sees fit, in connection with any studies, reports, plans and undertakings of a professional architecture/engineering character which the COUNTY now or later may undertake of its own volition or through others in connection with any or all of the improvements hereinbefore described, provided, however, that inasmuch as such studies and/or plans are not intended or represented to be suitable for reuse without specific written adaptation or verification will be at the sole risk of the COUNTY and without liability or legal exposure to the CONSULTANT.
- E). The CONSULTANT hereby agrees that there will be no charge to the COUNTY for any patent rights which it controls and which may be involved in the Work under this Agreement unless such charges have been specified and included in the fees enumerated in Article Three of this Agreement. The CONSULTANT shall advise the COUNTY of any process or patent rights which are not held or controlled by the CONSULTANT, but which in the CONSULTANT's opinion may be involved in the Work contemplated herein.
- F). All plans, reports, specification and any other records developed by the CONSULTANT in the performance of this Agreement, shall remain the sole property of the COUNTY. The CONSULTANT shall not copy or use such records except to develop contracted Work associated with this Agreement. In addition, the CONSULTANT shall not transfer any such records to any other party not involved with this Agreement. All of the above shall be delivered to the COUNTY upon completion of this Agreement.
- G). During the performance of this Agreement, the CONSULTANT agrees to itself, its assignees, subconsultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of the COUNTY, relative to equal employment, affirmation action and Small/Women/Minority Business Enterprise requirements which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Agreement.
- H). The CONSULTANT warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working

for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.

- I). The CONSULTANT, its employees and subcontractors shall perform all Work pursuant to this agreement as independent contractors and not as employees of the COUNTY.

### **ARTICLE III – FEES, PROGRESS REPORTS, FEE PAYMENTS AND SCOPE CHANGES**

#### **Section 1 - Fees**

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept in full compensation for the professional services necessary to perform the Work herein specified, including overhead, profit and expenses of every kind incurred in connection with the undertaking and performing of said Work, except those items specifically exempted herein and furnished by the COUNTY, a total amount not to exceed \$1,998,827.00.

At the COUNTY's discretion, the scope in any given phase may be modified, in which case funds may be shifted from one phase to another, but only with the prior written authorization of the Director of Public Works, provided that such transfer of funds does not cause the total amount of this Agreement to be exceeded.

Upon written notice to proceed by the COUNTY to the CONSULTANT, the COUNTY agrees to pay the CONSULTANT for the services provided for within this Agreement on a cost plus fee basis, as follows:

PHASE A	Real Estate Strategy Management	\$27,719
PHASE B	Program Development	\$98,042
PHASE C	RFP Review and Consultation	\$10,223
PHASE D	Existing Building Condition Analysis	\$64,845
PHASE E	Stacking/Blocking Plan and Space Planning	\$65,834

PHASE F	Green Building Analysis	\$15,932
PHASE G	Construction Cost Estimating	\$23,217
PHASE H	Schematic Design, Design Development, Construction Documents (as authorized)	\$1,113,929
PHASE I	Bid Administration (as authorized)	\$321,216
	Optional Additional Sites (as authorized)	\$188,145
	LEED Certification - Headquarters (as authorized)	\$44,906
	LEED Certification - Storage (as authorized)	\$24,819

The CONSULTANT shall be responsible to interpret, explain clarify and answer questions about the plans and specifications prepared by the CONSULTANT at no additional cost to the COUNTY.

## **Section 2 – Progress Reports and Payment:**

The fees for the Work to be performed under this Agreement, as set forth in Section 1 of this Article, shall be paid as follows:

- A). Partial payments of fees shall be made as the work progresses and as outlined in this Agreement and the Consultant's Proposal. Invoices will be prepared and submitted to the COUNTY for payment based on the work performed since the previous invoice or notice to proceed, all of which are subject to audit and possible revision by the COUNTY or others. Each invoice shall include a written progress report that minimally contains a narrative describing what work has been completed since the last invoice and the percentage completion of the major tasks.
- B). The CONSULTANT shall be required to submit invoices in a format that is recommended and acceptable to the COUNTY. Sample copies of this invoicing format shall be provided to the CONSULTANT by the COUNTY. Invoices shall show the name and classification of employee performing the work, dates and hours worked, current hourly rate and overhead plus direct costs.
- C). Invoices for any portion of the Work contained within this Agreement shall not be submitted more frequently than monthly and COUNTY shall pay CONSULTANT all undisputed amounts within 60 days from receipt of such invoices; and



- D). If the CONSULTANT has not processed an invoice to the COUNTY for three consecutive months, the CONSULTANT must submit a written progress report updating the COUNTY accordingly; and

### **Section 3 – Scope Changes:**

It is understood and agreed by and between the parties hereto that only those situations, as documented in writing by the CONSULTANT, and agreed to by the COUNTY shall constitute a scope change. Fee adjustments for documented scope changes may be appraised and adjusted by mutual agreement.

Until the COUNTY has agreed in writing that a scope change is in effect, the CONSULTANT shall continue to proceed with the Work necessary to complete the authorized tasks of this contract as outlined in this Agreement. The CONSULTANT's request for a scope change shall not constitute a reason for the CONSULTANT to delay or suspend work on authorized tasks unless they have been so directed in writing by the COUNTY. A change in scope of services is defined as any of the following:

- A). The addition, deletion or substantial alteration of items of work in the project that were not included in the scope of services documents, scope meeting minutes or addenda to the scope meeting minutes, all of which are incorporated into the Consultant's Proposal. Such substantial changes are beyond the control of the CONSULTANT and subject to approval in writing by the COUNTY.
- B). A substantial revision to any reports, sheet layouts, plans, specifications, cost estimates, etc. which have been previously approved in writing by the COUNTY or are a result of a radical change in policy.
- C). Unavoidable delays or hindrances beyond the control of the parties to this Agreement which will require extending the time frame of the Agreement.

### **ARTICLE IV. TRADE SECRETS;CONFIDENTIALITY**

CONSULTANT shall take all steps necessary to protect the COUNTY's trade secrets.

CONSULTANT shall also treat as proprietary and confidential any and all information belonging to COUNTY, including, but not limited to, all designs, cost estimates, and opinions produced by CONSULTANT for the COUNTY, any reports, studies and data prepared by Allegro Realty Advisors, Ltd. for the COUNTY, and any other information regarding COUNTY property, the conditions thereof, and any evaluations of same which is disclosed to CONSULTANT in the course of performance of Work under this AGREEMENT (the "Confidential Information"). CONSULTANT shall only use Confidential Information for the purposes of this Agreement. CONSULTANT agrees not to disclose or reveal to any outside party or use for its own benefit, either directly or

indirectly, any information which it may acquire or develop or, has acquired or developed concerning the technical or business affairs or other private or confidential matters, information, or data of the COUNTY without prior written permission of the COUNTY. The COUNTY will abide by law in granting or denying any permission for disclosure.

If CONSULTANT fails to meet its obligations to protect the Confidential Information, the COUNTY may seek equitable relief.

Confidential Information shall not include information that is in the public domain or information in the possession of CONSULTANT prior to August 3, 2012, said date being the date on which CONSULTANT and COUNTY entered into a Confidentiality Agreement to govern the sharing of information prior to entry of this Agreement.

This entire Article shall survive the completion of the performance of the work hereunder and the termination of this Agreement until June 1, 2022, unless the COUNTY releases the CONSULTANT of its obligations through a written signed communication from the COUNTY's Director of Law at an earlier date.

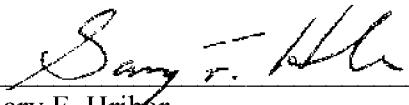
#### **ARTICLE V - GENERAL CONDITIONS**

- A). All COUNTY agreements, including this Agreement, are subject to all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. CONTRACTOR agrees that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this Agreement for all purposes.
- B). CONTRACTOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- C). This Agreement has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY. The individuals signing on behalf of the parties to this Agreement are authorized to execute this Agreement on behalf of the COUNTY and the CONSULTANT. CONSULTANT recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures.

BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

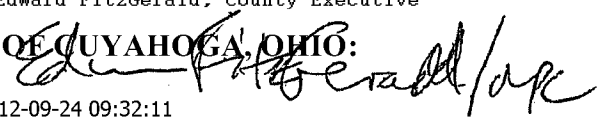
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

**URS CORPORATION:**

By:   
Gary F. Hribar  
Vice-President, Managing Principal

Edward FitzGerald, County Executive

**COUNTY OF CUYAHOGA, OHIO:**

  
2012-09-24 09:32:11

By: \_\_\_\_\_  
Edward FitzGerald, County Executive

The legal form and correctness of  
this instrument is hereby  
approved by the Cuyahoga County  
Law Department.

By: \_\_\_\_\_