

CITY OF ST. CLAIRSVILLE

AGREEMENT NO. 37168

This Agreement No. 37168 entered into this _____ day of _____, 2022, by and between the City of St. Clairsville, hereinafter referred to as the City, and ms consultants, inc., hereinafter referred to as the Consultant, with an office located at 2221 Schrock Road, Columbus, Ohio 43229-1547.

WITNESSETH:

That the City 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 City for preparation of the Project Development Process for the tunnel extension/rehabilitation, trailhead, trail resurfacing, and bikeway trestle structure repair project in Belmont County, Ohio, identified as BEL National Rd Tunnel Rehab, PID 108774.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

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

Project Development Process.

Part 1: Preliminary Engineering through Environmental Engineering and Right of Way Plans

Lump Sum fee of Three Hundred Eighty-Eight Thousand Eight Hundred Thirty-Three Dollars (\$388,833.00).

Exhibit "A"

Part 2: Preliminary Engineering through Environmental Engineering (if Authorized)

Tasks include Regulated Materials Review Assessment and Regulated Materials Review Investigation. All work shall be performed on an "if authorized" basis. The maximum Lump Sum fee shall not exceed Sixteen Thousand Seven Hundred Sixty-Two Dollars (\$16,762.00).

Part 3: Final Engineering

Lump Sum fee of Thirty-One Thousand Five Hundred Thirty-Nine Dollars (\$31,539.00).

Part 4: Right of Way Acquisition Services

All work shall be performed on an "if authorized" basis. The maximum Lump Sum fee shall not exceed Forty-One Thousand Six Hundred Ninety-Six Dollars (\$41,696.00).

Part 5: Ongoing Services During Construction (if Authorized)

All work shall be performed on an "if authorized" basis. Hourly assistance up to a maximum fee of Two Thousand Five Hundred Forty-Six Dollars (\$2,546.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Four Hundred Eighty-One Thousand Three Hundred Seventy-Six Dollars (\$481,376.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 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, 2016 Edition".
- (b) The attached Final LPA Scope of Services Form dated September 9, 2021.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

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 City of St. Clairsville.

ms consultants, inc.

By: _____

Title: _____

CITY OF ST. CLAIRSVILLE
DIRECTOR OF PUBLIC SERVICE/SAFETY

Jeremy Greenwood

APPROVED AS TO FORM:

By: _____

Title: _____