

CITY OF POWELL
AGREEMENT NO. 34739

This Agreement No 34739 entered into this _____ day of _____, 20____, by and between the City of Powell hereinafter referred to as the City and PRIME Construction Management and Survey, hereinafter referred to as the Consultant, with an office located at 8415 Pulsar Place, Suite 300, Columbus, Ohio 43240.

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 Construction Inspection and keeping of records and documents, Detailed Plan Review and Comment, Construction Administration and Testing as may be authorized by the City for the resurfacing, drainage, and path repair project of CR609 (Sawmill Parkway) from TR121 (Seldom Seen Road) to CR124 (Home Road), in Powell, Ohio, identified as DEL-CR609-2.24 PID 105806.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project 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 & Project Schedule transmittal letter together with the updated Invoice & Project 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.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed Ninety-Seven Thousand Six Hundred Dollars (\$97,600.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
PRIME CM&S	Project Manager	\$148.00	NA
PRIME CM&S	Construction Engineer 1	\$79.00	NA
PRIME CM&S	Project Inspector	\$75.00	\$90.00
PRIME CM&S	Materials Testing Tech	\$62.00	NA

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 Scope of Services.
- (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 Manager.

PRIME Construction Management and Survey

By: _____

Title: _____

CITY OF POWELL

Andrew White – City Manager

APPROVED AS TO FORM:

By: _____

Title: _____