

Consultant Agreement Form

State of Ohio Professional Services Agreements for Public Facility Construction

Ohio Department of Natural Resources

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the Ohio Department of Natural Resources ("State"), and the Consultant in connection with the Project.

Project Number: DNR-230034
Project Name: Statewide Roadways Master Planning FY23-24
Site Address: Various
Statewide

State of Ohio: Ohio Department of Natural Resources
Project Manager: James Hilovsky, P.E.
Address: 2045 Morse Road, Bldg E-3
Columbus, OH 43229

Consultant: Carpenter Marty Transportation
Consultant's Principal Contact: Kevin Carpenter
Address: 6612 Singletree Drive
Columbus, Ohio 43229

ARTICLE 1 - SCOPE OF WORK; CONSTRUCTION BUDGET; EDGE COMMITMENT

1.1 The Consultant shall perform and provide all the Services described in the Agreement.

1.1.1 The type of consulting services provided under this Agreement shall be Master Planning.

1.1.2 The project delivery method(s) for this Project shall be: N/A.

1.1.3 During the Construction Stage, the Consultant and appropriate Sub-consultants shall be present at the Site not less than **zero (0)** hours per week (excluding travel time to and from the Site) whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the Owner.

1.2 The Construction Budget is \$N/A.

1.3 The A/E shall contract with EDGE-certified Business Enterprise(s) for not less than **25 %** percent of the A/E's total compensation.

ARTICLE 2 - COMPENSATION

2.1 The total compensation for the Consultant's Services is **\$212,729.00**, which includes the sum of **(1)** Direct Personnel Expense, **(2)** the Basic Fee, **(3)** Additional Services Fees, and **(4)** Reimbursable Expenses. The State shall pay the total compensation amount to the Consultant in exchange for the Consultant's proper, timely, and complete performance of the Services.

2.2 Direct Personnel Expense.

2.2.1 Direct Personnel Expense for the Consultant's employees and all Sub-consultants for such hours of their time as are devoted to performing Basic Services to the Project shall be determined in accordance with the Consultant's Staffing Plan. Direct Personnel Expense shall be evidenced by time records certified by the Consultant.

2.2.2 The Consultant shall use all reasonable means to minimize Direct Personnel Expense. In all events, the State shall pay the Consultant Direct Personnel Expense of **\$0.00**, which shall not be exceeded without the prior written approval of the State and an amendment to this Agreement.

2.3 Basic Fee.

2.3.1 For Basic Services provided by the Consultant and all Sub-consultants in accordance with the **Consultant Scope of Services** attached as **Exhibit B**, the State shall pay the Consultant the Basic Fee of **\$209,309.00**, which shall not be exceeded without the prior written approval of the State and an amendment to this Agreement. The Basic Fee is subject to the following allocation:

Project Stage/Task	Associated Fee	Portion of Basic Fee
Notice to Commence Services	\$3,540.00	1.69%
Organizational Meeting	\$3,045.00	1.45%
Preliminary Site Visit	\$22,710.00	10.85%
Facility Assessment/Site Investigations	\$136,164.00	65.05%
Alternatives Development	\$0.00	0.00%
Provisional Study and Report Submission	\$17,330.00	8.28%
Study and Report Documents Review	\$21,600.00	10.32%
Final Study and Report Submission	\$4,920.00	2.35%
Total Basic Fee	\$209,309.00	100%

2.4 Additional Services Fees.

2.4.1 For Additional Services provided by the Consultant and all Sub-consultants, the State shall pay the Consultant Additional Services Fees of up to **\$0.00**, which shall not be exceeded without the prior written approval of the State and an amendment to this Agreement. For Additional Services performed by a Sub-consultant, Additional Services Fees shall be based on the Sub-consultant's associated invoices to the Consultant and may include a Sub-consultant mark-up of 0.0 percent. Additional Services Fees are subject to the following allocation:

Description of Additional Services	NTE/LS*	Associated Fee
Report Review Services	NTE	\$3,420.00
Total Additional Services Fees		\$3,420.00

* NTE = Not to Exceed Amount / LS = Lump Sum

2.5 Reimbursable Expenses.

2.5.1 For Reimbursable Expenses incurred by the Consultant and all Sub-consultants, the State shall pay the Consultant up to **\$0.00**, which shall not be exceeded without the prior written approval of the State and an amendment to this Agreement. No Consultant or Sub-consultant mark-up shall be permitted on Reimbursable Expenses.

2.5.2 Reimbursable Expenses are subject to the following allocation:

Description of Reimbursable Expenses	NTE/LS*	Associated Fee
Total Additional Services Fees		\$0.00

* NTE = Not to Exceed Amount / LS = Lump Sum

ARTICLE 3 - GENERAL PROVISIONS

3.1 Effectiveness.

3.1.1 It is expressly understood by the Consultant that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the State's appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the State Controlling Board, or other applicable approving body.

3.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the State gives the Consultant written notice that such funds are available from the State's funding source.

3.1.3 Subject to **Section 4.1.1**, the Agreement shall become binding and effective upon execution by the Consultant and the State, and if the Consultant is a licensed design professional and the estimated total cost of the Project is more than \$215,000 upon approval by the Ohio Attorney General.

3.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

3.2 Representations.

3.2.1 The Consultant represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the Consultant shall immediately repay to the State any funds paid under this Agreement.

3.2.2 The Consultant hereby certifies that neither the Consultant nor any of the Consultant's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

3.2.3 The Consultant, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

3.2.4 The Consultant affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Consultant performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement.

3.2.5 The Consultant affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to the Consultant for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

3.2.6 During the performance of this Agreement, if the Consultant changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Statement of Qualifications**), the Consultant must complete and submit a revised **Affirmation and Disclosure Form**.

3.2.7 Pursuant to ORC Section 9.76(B), the Consultant warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

ARTICLE 4 - ENUMERATION OF DOCUMENTS

4.1 This Agreement includes the following documents:

4.1.1 Consultant Standard Terms and Conditions attached as **Exhibit A**.

4.1.2 Consultant Scope of Services attached as **Exhibit B**.

4.1.3 Special Terms and Conditions attached as **Exhibit C**.

4.2 If there is a conflict between this Agreement Form and any of the documents incorporated herein, the following shall be the order of control:

4.2.1 This Agreement Form

4.2.2 Exhibit A - Consultant Standard Terms and Conditions

4.2.3 Exhibit B - Consultant Scope of Services

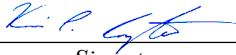
4.2.4 Exhibit C Special Terms and Conditions.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

**CARPENTER MARTY TRANSPORTATION
INC.**

**STATE OF OHIO
Ohio Department of Natural Resources**



Signature

Kevin P. Carpenter

Printed Name

Principal

Title

Signature

Printed Name

Title

Date

END OF DOCUMENT