

Consultant Agreement Form

State of Ohio Professional Services Agreements for Public Facility Construction

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

Project Number: DRC-23L042
Project Name: OSP Food Service Floor Replacement
Site Address: 878 Coitsville Hubbard Road,
Youngstown, OH 44505-4635
Mahoning County

State of Ohio: Ohio Department of Rehabilitation and Correction
Project Manager: Sam Cappelli
Address: 4545 Fisher Road,
Columbus, OH 43228

Consultant: Lesko Associates, Inc.
Consultant's Principal Contact: Robert Blatchford
Address: 27955 Clemens Road, Suite A,
Cleveland, Ohio 44145

Article 1 - SCOPE OF WORK; CONSTRUCTION BUDGET

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

1.1.1 The type of consulting services provided under this Agreement shall be Architect/Engineer.

1.1.2 The project delivery method(s) for this Project shall be: General Contracting.

1.1.3 During the Construction Stage, the Consultant and appropriate Sub-consultants shall be present at the Site not less than 4 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 \$1,083,000.00.

Article 2 - COMPENSATION

2.1 The total compensation for the Consultant's Services is **\$133,130.00**, 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 Basic Fee.

2.2.1 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 **\$121,130.00**, which shall not be exceeded without the prior written approval of the State and an amendment to this Agreement.

2.3 Additional Services Fees.

2.3.1 For Additional Services provided by the Consultant and all Sub-consultants, the State shall pay the Consultant Additional Services Fees of up to **\$8,000.00**, which shall not be exceeded without the prior written approval of the State and an amendment to this Agreement.

2.4 Reimbursable Expenses.

2.4.1 For Reimbursable Expenses incurred by the Consultant and all Sub-consultants, the State shall pay the Consultant up to **\$4,000.00**, 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.

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 3.1.1**, 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**.

4.2 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

SIGNATURES

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

Lesko Associates, Inc.

Signature

Printed Name

Title

ODRC CHIEF OF CAMS

Signature

Richard Shaffer

Printed Name

Chief of CAMS

Title

STATE OF OHIO

by Ohio Department of Rehabilitation and Correction

Signature

Annette Chambers-Smith

Printed Name

Director of ODRC

Title

ODRC LEGAL

Signature

Vencot Brown

Printed Name

Attorney at Law

Title

OHIO ATTORNEY GENERAL

Approval as to Form

Signature

Printed Name

Title

Date

END OF DOCUMENT