

### Authorization for Professional Services

**Project:** CUY-SR21-0.00 Brecksville Rd Resurfacing

**Client:** City of Brecksville

**Contact:** Mayor Kingston

**Date:** May 15, 2024

**No. of Pages:** 9 (including attachment)

**GPI will provide the following services:**

Construction Inspection and Administration Services in accordance with ODOT required LPA procedures for the resurfacing of SR-21 (Brecksville Road). Services will provide full time construction inspection and part time construction engineering by a registered professional engineer in the State of Ohio. Services will include project closeout and submission of all required documents to the Ohio Department of Transportation.

**Compensation:**

Based upon the above Services and the enclosed Terms and Conditions, our fee for these Services shall be as follows:

**Lump Sum:** \$ plus reimbursable expenses

**Hourly, not to exceed \$ 145,413.00 without additional authorization**

We trust this agreement meets with your approval. Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed agreement. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and Prevailing Hourly Rate Schedule and has had an opportunity to discuss with GPI any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Sincerely,

For Greenman-Pedersen, Inc.:

For Client:



5.15.2024

Name: Michael D. Kline, PE Date  
Title: Vice President

Accepted by Date  
City of Brecksville

Printed Name

## CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents (“the Services”) following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI’s control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. Additional Services: Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.
5. Change Orders: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
6. Hourly Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI’s prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January.
7. Payment for Services: Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI’s invoice. If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client.
8. Reimbursable Expenses: Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.
9. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
11. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.

12. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR TWICE GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.
13. Interpretation of Building Codes: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 4 in this document.
14. Field Observation Services: Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
15. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
16. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
17. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
18. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

19. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
20. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
21. Claims and Disputes: Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

[  ] **Arbitration** – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

[  ] **Litigation** – Any claim or dispute arising hereunder shall be commenced in a court of competent jurisdiction located in state where the project is located. This Agreement shall be interpreted in accordance with the laws of the state where the project is located.

[  ] Other: *(Specify)*

22. Insurance: GPI will maintain the following insurance for the duration of the project:
  - 22.1 Commercial General Liability – Bodily Injury/Property Damage - \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
  - 22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
  - 22.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
  - 22.4 Excess/Umbrella – in the amount of \$5,000,000.
  - 22.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
  - 22.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.
23. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages,

losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

24. Indemnification:

24.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.

24.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project.

25. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not liable for failure to comply with any Force Majeure event.

**Attachments to this Agreement:**

Attachment #1 Fee Proposal

May 9, 2024

Mayor Kingston  
City of Brecksville  
Brecksville, OH 44141

Subject: CUY-SR21-0.00 Brecksville Road Resurfacing  
PID No. 107980  
Budgetary Construction Administration/Inspection Services Fee Proposal

Honorable Mayor Kingston:

We want to thank you and your staff for selecting Greenman-Pedersen, Inc. (GPI) for this important project with the City of Brecksville. We are pleased to submit the attached cost proposal to provide construction administration and inspection services for the resurfacing and sidewalk improvements of SR 21 and other work elements within the City of Brecksville.

The proposal is based upon the following parameters:

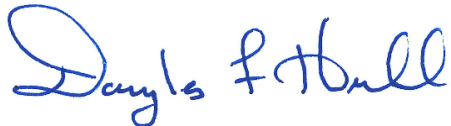
- June to October 2024 Project duration, including Project Start-up and Closeout
- Overtime estimate included

As demonstrated to the City on prior assignments, it is GPI's goal to deliver this Project as economically as possible.

Should you have any questions, need additional information, or wish to revise any of the above parameters, please contact me at (440) 409-4261 or (440) 973-9415. The staff of GPI appreciates the opportunity to work with the City of Brecksville on this Project.

Sincerely,

GREENMAN-PEDERSEN, INC.



Douglas F. Hedrick, PE, PS  
*Vice President – Director of Special Projects*



**CUY - SR21-0.00, PID 107980  
City of Brecksville  
CI/CA Fee Proposal**

**2024 Cost Estimate**

	Hourly Rate	Hours per Month											Hours	Cost	
		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24			Dec-24
		<b>LABOR CALCULATION</b>													
Project Manager*													0	\$ -	
Construction Engineer Level 2 (CPE)	\$ 169.00					80	80	80	80	40	40		400	\$ 67,600.00	
Project Inspector	\$ 89.00					120	176	176	160	80			712	\$ 63,368.00	
Project Inspector - Overtime	\$ 128.00					10	20	20	15				65	\$ 8,320.00	
													Subtotal:	\$ 139,288.00	

	Daily Rate	Days per Month											Days	Cost	
		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24			Dec-24
		<b>VEHICLE CALCULATION</b>													
Construction Engineer Level 2 (CPE)	\$ 49.00					8	8	8	8	4			36	\$ 1,764.00	
Project Inspector	\$ 49.00					15	22	22	20	10			89	\$ 4,361.00	
													Subtotal:	\$ 6,125.00	

\* PM Services by Doug Hedrick at no charge to the City

**TOTAL COST ESTIMATE: \$ 145,413.00**

# Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.:

C-R-S:

Firm Name:

CUY-SR21-0.00
Greenman-Pedersen, Inc.

Company Overhead: 129.45%

Average Overhead: 157.79%

Cost of Money: 0.15%

Net Fee %: 10%

The company records OT premium as: Direct Labor

Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate <sup>1</sup>	Computed Overtime Billing Rate <sup>1</sup>
<b>Project Manager</b>	No					N/A	\$0
<b>Project Inspector</b>	Yes	\$35.00	\$45.31	\$0.05	\$9.02	\$89	\$130
<b>Construction Engineer 2</b>	No	\$66.00	\$85.44	\$0.10	\$17.01	\$169	\$169
0	No					N/A	\$0
0	No					N/A	\$0
0	No					N/A	\$0
0	No					N/A	\$0
0	No					N/A	\$0
0	Yes					N/A	\$0
0	Yes					N/A	\$0
	unknown					N/A	\$0
	unknown					N/A	\$0

<sup>1</sup> **Note:** Rounded the nearest dollar.



# Average Raw Rate Calculations per Classification

Agreement No.: 0

C-R-S: CUY-SR21-0.00

Firm Name: Greenman-Pedersen, Inc.

Instructions - Insert classification descriptions in yellow highlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

<b>Project Manager</b>	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Average Raw Rate	

<b>Project Inspector</b>	
Is overtime paid at 1.5X? ----->	Yes
Employee Name or I.D	Rate
	\$35.00
Average Raw Rate	\$35.00

<b>Construction Engineer 2</b>	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
	\$66.00
Average Raw Rate	\$66.00

Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Average Raw Rate	



**CONSULTANT INDIRECT COST RATE**  
**APPROVAL CERTIFICATE NO.: 07282023-SPG-03**

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	<b>GREENMAN-PEDERSEN, INC.</b>
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2022
Effective Date (Approval Date):	07/28/2023

**APPROVAL TYPE:**  
This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. This approval does not constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

**CONCLUSION:** The following rates were accepted as submitted:

Field Office Indirect Cost Rate:	129.45%
Home Office Indirect Cost Rate:	167.83%
Facilities Capital Cost of Money Rate (Field Office):	0.15%
Facilities Capital Cost of Money Rate (Home Office):	0.19%

**OVERTIME PREMIUM:** Based on the information submitted by your company:

- All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs.

**NOTE:**

The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system. The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of your ODOT prequalification.

Approved by:

**Scot P. Gormley**

ADMINISTRATOR

ODOT OFFICE OF EXTERNAL AUDITS (OEA)

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

[Transportation.Ohio.gov](https://www.transportation.ohio.gov)

