

VILLAGE OF NEWCOMERSTOWN

AGREEMENT NO. 41560

This Agreement No. 41560 entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Village of Newcomerstown, hereinafter referred to as the Village, and Thrasher Group Inc, hereinafter referred to as the Consultant, with an office located at 400 3<sup>rd</sup> Street SE Suite 309, Canton, Ohio 44702.

WITNESSETH:

That the Village 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 Village for completion of the Project Development Process for the bridge replacement project in Tuscarawas County, Ohio, identified as TUS Neighbor Street Bridge, PID 118634.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The Village 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 Village 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

Lump Sum fee of Two Hundred Eighty-One Thousand, Three Hundred and Forty-Three Dollars (\$281,343.00).

Part 2: Final Engineering

Lump Sum fee of Thirty-Nine Thousand, Five Hundred and Fifty-Eight Dollars (\$39,558.00).

Part 3: Right of Way Acquisition Services

Lump Sum fee of Thirty-Three Thousand and Seventy-Two Dollars (\$33,072.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Three Hundred Fifty-Three Thousand, Nine Hundred and Seventy-Three Dollars (\$353,973.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Village, 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 LPA Scope of Services Form.
- (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 Village of Newcomerstown.

THRASHER GROUP INC

By:   
\_\_\_\_\_  
Brad Olinger, PE  
Regional Manager

VILLAGE OF NEWCOMERSTOWN  
MAYOR

\_\_\_\_\_  
Patrick Cadle

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_