



**MYERS  
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GIS  
Planning  
Urban Design  
Landscape Architecture  
COLUMBUS CINCINNATI

October 23, 2000

Mr. Karl Wetherholt, P.E.  
City of Gahanna Engineering  
200 South Hamilton Road  
Gahanna, OH 43230

Re: West Gahanna Gateway, Phase Two - Landscape Architectural Services Proposal

Dear Karl,

We appreciate the opportunity to submit a proposal for the West Gahanna Gateway, Phase Two Construction Plans, General Construction Administration / Observation and Event Signage Guidelines.

**Services Proposal:**

Myers Schmalenberger is pleased to submit this proposal for Professional Landscape Architectural services for the proposed West Gahanna Gateway, Phase Two. Our Assumptions, Scope of Work and Fee Proposal are outlined below:

**A. Assumptions:**

1. The Client will be the City of Gahanna. The Consultant is to be Myers Schmalenberger, Inc., Tim Schmalenberger, ASLA, Partner in Charge, Tim McSheffery, ASLA, Project Manager.
2. ODOT will be responsible for bidding and awarding the project, all project coordination, and construction inspection.
3. The Consultant will coordinate with ODOT and the Contractor as requested by the City.
5. The following Scope of Work is based upon our current understanding of work to be completed. Any additional services that may be required can be identified and additional fees can be authorized accordingly.

**B. Scope of Work:**

The work consists of creation of the Phase Two Construction Documents, General Construction Administration / Observation and drafting General Guidelines for Temporary Event Signage.

**Construction Documents Phase**

*Work Program:*

1. Preparation of construction plans, details and specifications, suitable for bidding by local contractors in ODOT standard format. Documented improvements to include those listed above. Utilize electronic base data from the civil engineer's survey and improvement plans as appropriate.
2. Assist ODOT to prepare an estimate of probable construction cost.

*Deliverables:*

- A. Construction Document plans, details and specifications.
- B. Above plans will be provided in a universal transferable electronic file format.

**Construction Services Phase**

*Work Program:*

1. Perform site observation as site improvements are constructed. Coordinate as required with the Client & Contractors in order to efficiently perform these services.
2. Report relevant site observations to the City during construction.
3. Assist the Client and ODOT in the review of additions or deletions to the work.
4. Review shop drawings as required by project specifications.

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**Deliverables:**

- A. Construction observation reports.

**Event Signage Standards**

**Work Program:**

- 1. Develop dimensional and graphic standards for temporary event signage.

**Deliverables:**

- A. Design standards sheet in 8-1/2 x 11 format.

**C. Fee Proposal:**

- 1. Fees

We propose to perform the above services for the fees as outlined below:

Construction Documents	\$26,000.00
Construction Services	\$8000.00
Event Signage Standards	\$2000.00

- 2. Direct Project Expenses:

Direct project expenses will be billed in addition to the fee for basic services and include actual out of pocket expenditures made in the interest of the Project. These might include:

- a. Requested plotted documents will be invoiced at the following rates: (excluding those for office use)

30" x 42" Color Plot	\$50.00	24" x 36" B/ W Copy - Bond	\$1.50
24" x 36" Color Plot	\$35.00	30" x 42" B/ W Copy - Bond	\$2.50
18" x 24" Color Plot	\$20.00	24" x 36" B/ W Copy - Vellum	\$3.00
B/ W Plots 24" x 36"- bond	\$12.00	30" x 42" B/ W Copy - Vellum	\$4.00
B/ W Plots 30" x 42"- bond	\$17.50	8 1/2" x 11" Color Copy	\$1.00
B/ W Plots 24" x 36"- vellum	\$15.00	11" x 17" Color Copy	\$2.00
B/ W Plots 30" x 42"- vellum	\$22.00		

- b. Out of office reprographic services (excluding those for office use), postage and handling of documents, courier services, mileage, film, photos, etc., will be invoiced at 1.2 times the actual amount.

- 3. Additional Services:

If the Scope of Work or if the Consultant's service is substantially revised, the estimate of total compensation shall be equitably adjusted.

- a. The fee for additional services will be computed at our standard hourly rates as listed below.

Partner	\$110.00	Landscape Architect IV	\$50.00
Principal	\$100.00	Landscape Architect V	\$35.00
Planner I	\$80.00	Architect	\$70.00
Planner II	\$70.00	Graphic Designer I	\$55.00
Landscape Architect I	\$85.00	Graphic Designer II	\$45.00
Landscape Architect II	\$75.00	Administration	\$40.00
Landscape Architect III	\$65.00		

- 4. Payment due the Consultant and unpaid thirty (30) days from the date of invoice shall bear interest from the date payment is due at the rate of one percent (1.0%) per month (annual percentage rate of 12.0%) and shall be due the Consultant. The Consultant may discontinue work on the Project if the account is unpaid 30 days from the date of invoice.

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- 5. If the Scope of Work or if the Consultant's services is substantially revised, the estimate of total compensation shall be equitable adjusted.

**D. Termination of Agreement:**

- 1. This Agreement may be terminated by either party upon seven (7) days written notice with or without cause.
- 2. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with reimbursable expenses then due.

**E. Miscellaneous Provisions:**

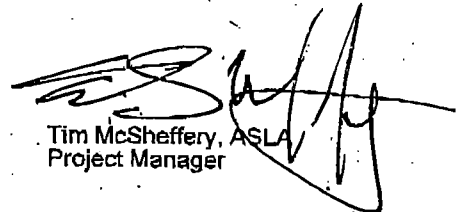
- 1. This Agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.
- 2. The Client agrees to limit the Consultant's liability to the Client and to all persons, constrictors, and subcontractors on the Project; due to the Consultant's professional negligent acts, errors or omissions such that the total aggregate liability of the Consultant to all those named shall not exceed the amount of the fee.
- 3. The Client understands that there may be misinterpretations of the design professional's plan and specifications during construction, which may lead to errors and subsequent damage. Inasmuch as the Client has elected to proceed with the work without the design professional providing construction review services, the Client agrees to indemnify and hold-harmless the design professional against any and all claims, damages, awards and cost of defense, which may arise out of the acts of the contractor performing work not in compliance with the intent of the design documents.
- 4. The Consultant upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.
- 5. The Consultant has been commissioned by the Client to provide professional services, which are independent, of whether the Project for which they are provided is executed or not. The Client shall compensate the Consultant for services provided in accordance with the Project whether it is executed or not.

Karl, we appreciate your consideration and we look forward to working with you in the construction of this project.

Sincerely,



Tim Schmalenberger, ASLA, CSI  
Partner



Tim McSheffery, ASLA  
Project Manager

Accepted By: \_\_\_\_\_  
Name and Title Date

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