

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Between the Client: **City of Gahanna**
200 South Hamilton Road
Gahanna, OH 43230

and the Consultant: Advanced Civil Design, Inc.
422 Beecher Road
Columbus, OH 43230

for the following: **City Fuel Site Removal**
Gahanna, Ohio

Date: November 2, 2010

Advanced Civil Design, Inc. is pleased to provide **The City of Gahanna** with a proposal to provide the services listed herein. This document is intended to clearly define the services we will perform for you as well as your responsibilities under this agreement. We look forward to working with you in the very near future.

-SCOPE OF SERVICES-

We anticipate the following scope of services. The tasks are subdivided into the bold headings below. A fixed fee has been established for each heading and is included in the fee schedule.

Design and Engineering

Demolition Plan:

- Prepare demolition plan for the subject parcel. Plan shall include quantities and specifications adequate for contractor bidding.
- Prepare stormwater pollution prevention plan in accordance with City, Jefferson Township and State requirements.
- Obtain OEPA General Permit for stormwater discharge during construction.

Tank Removal Plan:

- Prepare plan showing existing tank locations and approximate depth.
- Research past tank data to determine if there has ever been any environmental concerns.
- Coordinate with BUSTR on the removal of the tanks

EXHIBIT A

Construction Management Services:

Bid Documents:

- Prepare bid documents for contractors.
- Coordination with City of Gahanna on the preparation of the required bid documents.
- Prepare public notification documents.
- Prepare bid tabulation for City review.
- Attend bid award meeting.

Construction Monitoring - Demolition:

- Provide daily monitoring of the site demolitions.
- Review Contractor pay application for percentage of contract complete.
- Assure demolition is being completed in accordance with the contract specifications.

Construction Monitoring - Tank:

- Provide daily monitoring of the site demolitions.
- Collection soil samples of soil surrounding tank locations.
- Have soil samples analyzed to assure that there was no leakage from the tanks and that the site does not require any further remediation measures. If further remediation is required additional fees may be requested.
- Review Contractor pay applications
- Assure demolition is being completed in accordance with the contract specifications.
- Assist City in coordination efforts with BUSTR

-SERVICES PROVIDED BY THE CLIENT TO CONSULTANT-

- A. Provide Consultant with legal access to the site
- B. Provide Consultant with any relevant, existing studies or data in the Client's possession

-FEE SCHEDULE-

Consultant services and costs are divided into three categories: Fixed Fee Services, Hourly Fee Services and Reimbursed Expenses. Fixed Fee Services are proposed for the scope of services listed herein. In the event that the Fixed Fee Schedule needs to be revised based on Client requested revisions that are not a result of Consultant actions, an amendment to the contract may be proposed.

Proposed Fixed Fees

Design & Engineering:	\$ 8,000.00
Construction Monitoring and Testing:	\$ 16,000.00

Services rendered that are not included in the "Scope of Services" shall be billed at the following hourly rates:

Hourly Engineering And Survey Rates

Principal	\$105.00
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Project Manager	\$ 88.00
Design Engineer, P.E.	\$ 74.00
Design Engineer	\$ 65.00
Surveyor, P.S. (Office)	\$ 72.00
Field Survey Crew	\$110.00
Clerical	\$ 25.00

Reimbursable expenses:

Reasonable out of pocket expenses for materials and services will be billed at actual cost plus 10%. Common items billed under this heading include: printing and photographic work, special delivery services, survey stakes and subsistence expenses. Vehicle mileage is billed at the current IRS published rate beginning from the Consultant's office to job/project and back to the Consultant's office.

Invoices:

Invoices will be issued monthly as work is completed and will be payable within 30 days of the date of issuance. Fees will be subdivided into the classifications listed in the Scope of Services.

Exclusions:

The following specific exclusions are listed to help clarify the Scope of Services. Items not listed as an exclusion are not necessarily included in the Scope of Services.

- Inspection, review or capacity fees
- Environmental Reports
- Soil investigations
- Traffic Studies
- Lighting / Electrical Plans
- Construction Staking

-SCHEDULE OF CONDITIONS-

-STANDARD OF PERFORMANCE-

Consultant services shall be performed in a manner consistent with the standards of professional care, skill and diligence that is customary for projects of this type and complexity as herein described. All work shall be performed by qualified personnel under the supervision of, or performed directly by, persons licensed to practice engineering and/or surveying in the State of Ohio.

-INSURANCE COVERAGE-

The Consultant shall maintain insurance coverage with a qualified insurance company for the duration of this project. Coverage shall be in amounts not less than the following:

Workman's Compensation	Statutory Amount
General Liability	\$2,000,000 per occurrence
Employer's Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Professional Liability (E&O)	\$1,000,000 per claim

If requested, a copy of the Certificate of Insurance shall be provided to the Client.

-PROFESSIONAL SERVICES AGREEMENT-

-COMPENSATION AND PAYMENT-

Compensation shall be in accordance with the Scope of Services and Fee Schedule attached hereto. Advanced Civil Design, Inc. will submit monthly invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If CLIENT fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, Advanced Civil Design, Inc. may, after giving three (3) days written notice to CLIENT, suspend services under this Agreement until CLIENT has paid in full amounts due for services, expenses and interest.

-LIMITATION OF LIABILITY-

Client and Engineer have reviewed and understand the risks and rewards associated with this project, as well as Engineer's fee for services. Client and Engineer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Engineer's total aggregate liability to Client shall not exceed the total compensation received by the Engineer for any and all injuries, damages, claims, losses, expanses, or claim expanses (including attorney's and Expert witness fees) arising out of the Agreement from any cause or causes. Such causes include, but are not limited to, Engineer's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort or statute.

-AGREEMENT COMPENSATION-

The Client may terminate the Professional Services Agreement for convenience and without cause at any time upon written notice to the Consultant. The Client will reimburse the Consultant for work performed and reimbursable expenses incurred prior to such termination.

The Consultant may terminate this Professional Services Agreement upon seven (7) days written notice to the Client for failure to make payments in accordance with the terms contained herein.

-AGREEMENT EXECUTION-

Upon execution and receipt by the Client and the Consultant, this Document shall form the Professional Services Agreement between the Client and the Consultant.

Thank you for considering Advanced Civil Design.

Sincerely,



James D. Whitacre
Managing Partner