

AGREEMENT

BETWEEN THE CITY OF GAHANNA, OHIO

AND

EVANS, MECHWART, HAMBLETON & TILTON, INC.  
CONSULTING ENGINEERS AND SURVEYORS  
GAHANNA, OHIO

---

GAHANNA ASPHALT OVERLAY PROGRAM

IMPROVEMENT NO. 749

2000

\*\*\*\*\*

SECTION I

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2000, and running until the 31st day of December, 2000, by and between the City of Gahanna, acting through the Mayor, pursuant to and under authority of Ordinance No. \_\_\_\_\_, passed by the Council of the City of Gahanna, Ohio on \_\_\_\_\_, 2000, Party of the First Part, hereinafter designated as the "CITY", and Evans, Mechwart, Hambleton and Tilton, Inc., Consulting Engineers and Surveyors (Professional Engineers and Surveyors registered in the State of Ohio), Gahanna, Ohio, Party of the Second Part, hereinafter designated as the "ENGINEER".

WITNESSETH, That in consideration of One Dollar and other good and valuable consideration including the mutual promises and agreements hereinafter set forth, the ENGINEER and CITY do hereby agree as follows:

SECTION II

The ENGINEER shall furnish all personnel, equipment and material necessary to perform engineering services as ordered by the Mayor and as follows:

- (a) Provide Project Representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect the CITY against deficiencies in the contractor's work.
- (b) Advise and recommend to the CITY in the matter of testing materials and reviewing laboratory results.
- (c) Inspect the completed work and submit a final report for the acceptance of the project. However, the issuing of the final report does not make the ENGINEER responsible for any deficiencies in the work not discovered at the time.
- (d) Furnish full-time resident inspection personnel as the work requires.

- (e) Maintain a complete record of the progress of the work and all incidents relative to the construction process, and prepare current and final estimates in conformance with the conditions of each Contract.
- (f) Provide construction staking where and when needed.

SECTION III

The CITY agrees to pay the ENGINEER as compensation, for services performed as required by SECTION II, Paragraphs (a) through (I), inclusive a fee in accordance with the following hourly rates:

Principal	-	\$ 130.00 per hour
Senior Engineer	-	\$ 86.00 per hour
Engineer II	-	\$ 74.00 per hour
Engineer I	-	\$ 64.00 per hour
Senior Surveyor		\$ 86.00 per hour
Surveyor II	-	\$ 74.00 per hour
Surveyor I	-	\$ 64.00 per hour
Engineer Aide	-	\$ 54.00 per hour
Cad Technician II	-	\$ 46.00 per hour
Cad Technician I	-	\$ 38.00 per hour
Senior Planner	-	\$ 86.00 per hour
Planner II	-	\$ 74.00 per hour
Planner	-	\$ 64.00 per hour
Two Person Field Party (Includes E.D.M. & Data Collector)	-	\$ 100.00 per hour
Three Person Field Party (Includes E.D.M. & Data Collector)	-	\$ 120.00 per hour
Four Person Field Party (Includes E.D.M. & Data Collector)	-	\$ 135.00 per hour
Inspector II	-	\$ 46.00 per hour
Inspector I	-	\$ 38.00 per hour
Transportation	-	\$ 0.38 per mile
Stakes, prints, postal, special delivery and miscellaneous items	-	At Cost
Filing Fees, Special Consulting, such as Soil Investigation, etc.	-	Actual Fee Plus 10%

Project Representation costs for this Improvement are expected to be at least \$56,000.00 and shall not exceed \$72,000.00. Construction staking costs are estimated at \$3,500.00 and are not to exceed that amount without prior authorization.

NOTE: Actual costs will be based on the time spent at the hourly rates shown above.

Whenever it is deemed necessary the CITY, acting through the MAYOR or his designated representative, for employees of the ENGINEER to work more than forty (40) hours per week, overtime compensation of one and one-half (1½) times the regular rate shall be paid for all hours worked over forty (40) hours per week in accordance with the Fair Labor Standards Act of the United States.

It is agreed that all costs for engineering, surveying work and inspection services will be invoiced and payments made monthly.

## SECTION IV

### (a) OTHER SERVICES

The ENGINEER will arrange for the services of an independent agency to make such test for quality control on P.C. Concrete and asphalt concrete. The services so arranged will require a separate agreement between the CITY and the independent agency or contractor. If the CITY desires the billing of the independent agency through the ENGINEER, then the CITY will be invoiced the cost of the independent agency plus ten percent (10%).

### (b) DISCRIMINATION BECAUSE OF RACE, ETC.

In connection with the performance of work under this Contract, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, Vietnam Era and disabled veterans, age, handicap, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, up-grading, demotion or transfer, forms of compensation, and selection for training, including apprenticeship. The ENGINEER agrees to post hereafter in conspicuous place, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The ENGINEER further agrees to insert the foregoing provisions in all contracts hereunder except sub-contracts for standard commercial supplies or raw materials.

### (c) CITY INCOME TAX TO BE WITHHELD

The ENGINEER hereby further agrees to withhold all City Income Taxes due or payable for wages, salaries and commissions paid to his employees and further agrees that any of his subcontractors shall be required to agree to withhold any such City Income Taxes due for services performed under this Contract..

(d) The CITY may, at any time, prior to the completion of full performance by the ENGINEER of all engineering services under the Engineering Contract, terminate the Engineering Contract or any part thereof by giving written notice not less than fifteen (15) days prior to the effective date by registered mail of its intention to do so. In the event this agreement is terminated, payment to the ENGINEER will be made promptly for the amount of any fees earned to the date of notice of termination, less any payments previously made. The ENGINEER shall make no claim for additional compensation against the CITY by reason of such termination.

(e) The CITY may, from time to time, request changes in the scope of services of the ENGINEER to be performed hereunder, or, economic conditions may pose a hardship upon the ENGINEER to perform services at fees set hereunder, such changes or conditions, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and the ENGINEER, shall be incorporated in written amendments to this Contract.

SECTION V

That the CITY, its successors and assigns, and the ENGINEER, a Corporation, its successors and assigns, have bound themselves to the other party of this Agreement. Neither the CITY nor the ENGINEER shall assign, sublet or transfer its or their interest in this Agreement without written consent of the other party hereto. The Agreement shall not be determined to be a grant of a franchise for all future engineering services.

SECTION VI

The ENGINEER, on the basis of on-site observations, shall endeavor to guard the CITY against apparent defects and deficiencies in the permanent work constructed by the Contractor; but does not guarantee the performance of the Contractor and is not responsible for construction means, methods, techniques, sequence or procedures, time of performance, programs, notifications of utilities, or for any safety precautions and/or requirements in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the construction contract and shall not be responsible for defects or omissions in the work as a result of the Contractor's or any Sub-Contractor's employees or that of any other person and entities responsible for performing any of the work as contained in the construction contract.

SECTION VII

IN WITNESS WHEREOF, The parties hereto have affixed their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

CITY OF GAHANNA, OHIO  
Party of the First Part

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.  
Party of the Second Part

By: \_\_\_\_\_  
Nelson Kohman, President

I hereby approve the form of this Agreement

APPROVED:

\_\_\_\_\_  
Law Director

\_\_\_\_\_, 2000  
Date