

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: **Public Improvement SA-740 Update &
Construction Inspection**
Gahanna, Ohio

Date: March 23, 2011

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.

Topographic Survey & Control:

- Establish a minimum of three on-site benchmarks with reference to NAVD datum.
- Perform topographic survey over limits of construction that have changed from the original plan design.
- Elevations will be obtained at minimum 50' intervals along top of curb, edge of pavement, edge of shoulder and grade breaks along all adjoining roads, streets and highways.
- Create existing conditions plan with 1-foot contour intervals.

Sanitary Sewer Design:

- Prepare additional plan sheet for SA-740. Plan sheet will include:
 1. Updated benchmark and datum information.
 2. Updated existing conditions plan.
 3. Pump station de-commissioning specifications.
 4. Current approval signatures.

EXHIBIT A

OEPA Permit to Install:

- Prepare OEPA Permit to Install application for gravity sewers.
- Make necessary submittals to the Ohio EPA.
- Pay review fees on behalf of the City. (Anticipated fee \$500)

Centerline Stake Out:

- Stake centerline of proposed sewer at an interval sufficient for potential Contractors to be able to walk the alignment and understand the scope of work and tree removal.

Construction Inspection:

- Attend preconstruction meeting with Contractor and City personnel.
- Provide standby inspection during construction of the project.
- Provide daily reports to the City.

As-builts:

- Upon completion of construction prepare as-built plans that reflect actual field constructed information.
- As-builts will be provided in both digital and hard copy format.

-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

Topographic Survey:	\$ 1,200.00
Sanitary Sewer Design:	\$ 2,900.00
OEPA Permit to Install:	\$ 900.00
Centerline Stake Out:	\$ 650.00
Construction Inspection:	\$ 1,900.00
As-builts:	\$ 800.00
Reimbursed Expenses:	\$ 300.00
Total:	\$ 8,650.00

-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