

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: **Bus Depot Demolition**
BUSTR TIER 1 DELINEATION
Gahanna, Ohio

Date: May 3, 2012

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.

Project Description:

The Bureau of Underground Storage Tank Regulations (or BUSTR) is requiring additional sample collection and testing at the bus depot site. This fee proposal will include the services required to satisfy BUSTR's request.

-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.

Additional Testing Services:

1. Install 3 groundwater monitoring wells into bedrock. Total depth 50 feet. Expect overburden to be 10 feet; bedrock 40 feet. Air rotary drilling rig required.
2. Continuous sampling of overburden to approximately 10-12 feet. Straight coring from approximately 10 feet below ground surface to a depth of 50 feet.
3. Field monitor overburden samples for potential presence of benzene, toluene, ethylbenzene, and xylene isomers using a Photo Ionization Detector equipped with a 10.6 or 11.7 electronvolt lamp.

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4. If groundwater is encountered, install 3 groundwater monitoring wells.
 - Each well 2-inch in diameter screened 5 feet above and 5 feet below the surface of the groundwater table.
 - Wells to be constructed of Schedule 40 PVC with machine slotted screen measuring 0.010-inch.
 - Wells to be sealed with sand/gravel pack in annular space between well and side of borehole 2 feet above top of well screen.
 - Wells sealed with a 1-foot bentonite/cement seal above sand/gravel pack.
 - Remainder of annular borehole space to be filled with bentonite/cement grout to within 1-2 feet below ground surface.
 - Seal wells from surface contamination with a 1 foot to 2 feet concrete layer.
 - Install water resistant, bolt down manhole cover or protective casing within a 2-ft x 2-ft square concrete pad overlying well location.
 - Cap top of well casing with locking well cap.
5. Survey well locations and top of casing elevations.
6. Measure groundwater table surface to within an accuracy of 0.01 foot.
7. Develop each well by extracting a minimum of 3 calculated well volumes with disposable bailers. Extracted groundwater must be stored in DOT-approved 17-H or 17-E 55-gallon drums until proper disposal is determined.
8. Sample each well. Field measurements will be pH, temperature, and conductivity.
9. Samples to be preserved on ice to a temperature of 39°F.
10. Deliver samples to analytical laboratory. Analyses will be:
 - a) Benzene, toluene, ethylbenzene, xylene isomers, and methyl-tertiary butyl ether according to EPA Method 8260
 - b) Gasoline range organic compounds according to Modified EPA Method 8015
 - c) Diesel range organic compounds according to Modified EPA Method 8015
 - d) Poly Aromatic Hydrocarbon compounds according to EPA Method 8270
11. Preparation of report for submittal to BUSTR and Ohio Department of Natural Resources

-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

Air Rotary Drill Rig & Well Placement.....	\$6,250.00
Laboratory Analyses.....	\$5,800.00
Analytical Field Equipment.....	\$ 500.00
Field Supplies.....	\$ 500.00
Project Management and Reports.....	\$2,500.00
Survey well locations and elevations.....	\$1,500.00
Drafting.....	\$ 650.00

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
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 30days 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.

- Services not identified in scope of services section above.
- Review or submittal fees

-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.

-DOCUMENT OWNERSHIP-

Following full payment by the Client to the Consultant for services rendered, all reports, drawings, maps, specifications shall become the property of the Client. Electronic data received by the Client from the Consultant is for reference only. Sealed hard copies remain the drawings of record. The Client hereby releases the Consultant from any and all responsibility or obligation as to the accuracy or completeness of information provided electronically.

-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 the 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 the Client, suspend services under this Agreement until the Client has paid in full amounts due for services, expenses and interest.

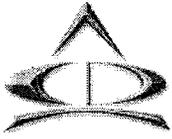
-AGREEMENT COMPENSATION-

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.

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ADVANCED
CIVIL DESIGN

ENGINEERS SURVEYORS

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
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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.

-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 or \$50,000 whichever is less 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 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.

Respectfully submitted,

Thomas M. Warner, P.E.
Managing Partner

Accepted By Client
City of Gahanna

Signature

Date

Print Name & Title

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