



May 31, 2000

City of Gahanna, City Engineer
200 South Hamilton Road
Gahanna, Ohio 43230

Attention: Mr. Karl Wetherholt, P.E.

Re: Morse Road over Unnamed Creek West of Harlem Road

Dear Mr. Wetherholt:

Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) is pleased to present our proposal for professional services related to replacement of the above referenced culvert and subsequent to our proposal of July 23, 1999.

Scope of Services

EMH&T will provide professional services as follows:

- a) Prepare the bid documents and specifications for the City.
- b) Provide project representation during construction to be an interpreter and arbiter of the plans and specifications and make reasonable effort to protect the City against deficiencies in the Contractor's work
- c) Advise and recommend to the City in the matter of testing materials and reviewing laboratory results
- d) Inspect the completed work and submit a final report for acceptance of the project. However, the issuance of the final report does not make the Engineer responsible for any deficiencies in the work not discovered at the time
- e) Furnish part-time resident inspection personnel as the work requires
- f) Maintain a record of the progress of the work and incidents relative to the construction process, and prepare current and final estimates in conformance with the condition of the Contract.

Schedule

Work will be accomplished in accordance with the Contractor's schedule from July 1, 2000 to August 25, 2000.

EXHIBIT A

Continued . . .

Fee

Work described in the Scope of Services will be performed on an hourly rate basis plus reimbursable expenses according to the rate schedule in the original proposal. We estimate that the cost for preparation of the bid document will be \$3,000. We estimate the cost of construction inspection to be \$9,000 and the cost of material testing to be \$2,000. Total billings will not exceed \$14,000 without prior approval of the City.

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

Invoices for the aforementioned services will be our standard format and shall be due and payable within forty-five (45) days. In the event payment is not timely made, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to pay any invoice due us within forty-five (45) days after the date of billing, we may, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, terminate our performance of service.

Other Services

The Engineer will arrange for the services of an independent agency to make such tests for quality control on Portland cement 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. As stated in the plans, suitability of the soils shall be verified by a registered soils engineer employed by the City.

We appreciate the opportunity to submit this proposal to you and look forward to continuing to work with you on this project. Please call if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Linda M. Gerken, P.E.

APPROVED BY:
CITY OF GAHANNA, OHIO

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE