

November 10, 2021

John Moorehead, PE  
City Engineer  
City of Gahanna Ohio  
Department of Public Service and Engineering  
200 South Hamilton Road  
Gahanna, OH 43230  
Email: [john.moorehead@gahanna.gov](mailto:john.moorehead@gahanna.gov)

**Proposal for Professional Consulting & Design Services  
Creekside Garage Flood Impact Mitigation Phase 1  
Gahanna, Ohio**

Dear John:

Fishbeck is pleased to provide this proposal for professional consulting and design services for the first phase of the Creekside Garage Flood Impact Mitigation project.

## Project Understanding

The Creekside Development is a keystone of Gahanna's historic downtown, supporting strong pedestrian and vehicular connectivity. The development was constructed in the mid-2000s along Big Walnut Creek and includes multiple buildings, uses, and ownership. The three privately owned buildings were constructed with finish floor elevations at least one foot above Big Walnut Creek's 100-year flood elevation, while the parking floor elevation is more than ten feet below the 100-year flood elevation. Although the buildings themselves are above the flood elevation, some of their mechanical, electrical, and plumbing systems are within the parking garage and below the flood elevation. We understand the existing flood protection measures include a perimeter slurry wall, a horizontal clay cap, temporary flood closures (stop log assemblies), some level of foundation and slab drains, and sump pumps.

In 2020, DLZ Ohio, Inc. evaluated the Creekside Development's flood protection measures and the structural capacity of building elements to withstand the unique loading conditions imposed by flooding and high groundwater elevations. The evaluation report identified flood protection and structural deficiencies that need to be addressed in order to meet the National Flood Insurance Program (NFIP) requirements. The Federal Emergency Management Agency (FEMA) also completed a review of the development and concluded the existing flood protection measures are inadequate.

The primary focus of this project is to improve the Creekside Development's flood protection measures to meet NFIP standards. Options may include dry-floodproofing the below grade parking garage to FEMA standards or floodproofing to the maximum extent practical to preserve public safety. This includes mitigating flood impacts on the public parking garage, public plaza, and systems within the parking garage that support the private buildings above. Relatedly, opportunities for improving or replacing infrastructure and public plaza amenities will be studied and potentially implemented.

## Project Scope

As outlined in the RFP document, the project will be conducted in four phases and the scope of this proposal is limited to the first phase. Future project phases, including preliminary design, final design, and construction administration, will be addressed once the scope has been defined following conclusion of the first phase.

The scope of work for the first project phase has been reviewed with City Administration and our understanding of the specific scope of services for this phase is summarized in this section and the attached proposals from Fishbeck's subconsultants. Additional project scope and approach information is provided in Fishbeck's proposal dated September 13, 2021. We anticipate that the schedule for this phase will be three to four months.

1. Fishbeck – Project Management, Public Relations, Survey, Floodplain, and Engineering (Structural, Mechanical, Electrical, Plumbing, and Civil):
  - a. Public Relations – Communications on call consulting for project information that may need to be shared with stakeholders and public.
  - b. Research – Review documentation and data related to the development's construction and the Big Walnut Creek floodplain, including construction documents, geotechnical reports, construction inspection and observation reports, available floodplain information, development agreements, and the 2020 investigation report. Review local, state, and national codes and ordinances, including FEMA, Ohio Department of Natural Resources, City of Gahanna Code and Ordinances, and the Ohio Building Code including applicable standards.
  - c. Site Review – Attend an initial site visit and perform an existing conditions review of the parking structure and Creekside plaza.
  - d. Survey – Perform topographic scan and boundary surveys for the Creekside development property.
  - e. Analysis – Perform additional engineering analysis as necessary to assess the existing parking structure and plaza flood impacts and protection measures, such as foundation walls, flood doors, under slab drains, sump pumps, plumbing, and electrical. Perform additional engineering analysis as necessary to assess proposed flood mitigation options that are to be determined through consultation with the City.
  - f. Flood Mitigation Options – Identify options for improvement of elements required to preserve public safety and dry-floodproofing. Evaluate the options with City Administration, stakeholders, and FEMA and assist in selecting the strategy that best meets the project goals.
  - g. Report – Produce a comprehensive report which documents the conclusions of all Phase 1 efforts and provides recommendations for future project phases.
  - h. Alternative Funding – Explore and assist with obtaining alternative project funding sources.
  - i. Meetings – Chair a virtual kickoff meeting and bi-weekly progress coordination meetings. Attend up to five in-person meetings with City Council and Administration to present project status and participate in plaza visioning.
2. SME – Geotechnical Investigation:
  - a. Please refer to the attached subconsultant proposal.
3. MKSK – Plaza Discovery and Vision:
  - a. Please refer to the attached subconsultant proposal.

## Professional Services Fees

We propose to provide our services on an hourly not-to-exceed basis for the estimated fees shown below at the rates identified in our attached hourly rate table. The survey costs shown include all labor, equipment, and expenses to perform this work. Fees and expenses for our subconsultants (SME and MKSK) will be invoiced at cost. Reimbursable expenses will be invoiced at cost and include travel (mileage, hotel, and meal per diem), reproduction, and shipping.

### Fishbeck

Public Relations	\$	5,000
Research	\$	22,000
Site Review	\$	10,000
Topographic Survey	\$	20,000
Boundary Survey	\$	5,700
Analysis	\$	17,000
Flood Mitigation Options	\$	20,000
Report	\$	8,000
Alternative Funding	\$	1,000
Meetings	\$	32,000
<b>Fishbeck Total Fee</b>	<b>\$</b>	<b>140,700</b>
<b>Reimbursable Expenses</b>	<b>\$</b>	<b>10,000</b>

### SME (Subconsultant)

Field Coordination	\$	3,610
Field Exploration	\$	45,920
Laboratory Testing	\$	7,020
Engineering	\$	5,920
Report	\$	4,890
Meetings	\$	2,870
<b>SME Total Fee</b>	<b>\$</b>	<b>70,230</b>

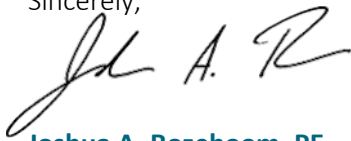
### MKSK (Subconsultant)

Meetings	\$	1,800
Discovery and Analysis	\$	6,150
Programming and Vision	\$	30,600
Public Space Framework Plan	\$	24,900
<b>MKSK Total Fee</b>	<b>\$</b>	<b>63,450</b>

<b>Contract Total</b>	<b>\$</b>	<b>284,380</b>
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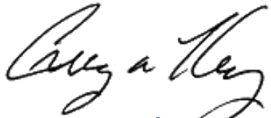
If you have any questions or require additional information, please contact me at 269.544.6940 or [jrozeboom@fishbeck.com](mailto:jrozeboom@fishbeck.com).

Sincerely,



**Joshua A. Rozeboom, PE**

Project Manager – Parking and Restoration



**Gregory A. Tkacz, PE, LEED AP BD+C**

Senior Vice President/Principal

By email

Copy: Fishbeck – Chris Kretovic

Attachments: Rate Schedule  
SME Proposal  
MKSK Proposal

## Rate Schedule City of Gahanna

November 10, 2021

Principal		\$245
Architect   Construction Engineer/Manager/Administrator   Engineer   Estimator   Geologist   Hydrogeologist   Industrial Hygienist   Interior Designer   Project Manager   Scientist   Surveyor	Senior Level	\$145-\$237
	Mid Level	\$126-\$145
	Staff Level	\$86-\$126
Architectural Specialist   Engineering Specialist   Environmental Specialist   Health & Safety Specialist   Operations Specialist   Technical Specialist   Project Superintendent   Survey Specialist	Senior Level	\$145-\$214
	Mid Level	\$106-\$145
	Staff Level	\$83-\$106
Technician	Senior Level	\$112-\$132
	Mid Level	\$98-\$112
	Staff Level	\$74-\$98
Production Support		\$86
Reimbursable expenses are anticipated to include travel, reproduction, and shipping. Survey includes travel and equipment expenses.		
Photocopies	\$0.10/Copy	
Mileage/Passenger Vehicles	\$0.70/Mile	
Field and Service Vehicles	\$0.95/Mile (\$37/day min.)	
Equipment Schedule	GPS Survey \$35/Hour	
	Robotic Survey \$35/Hour	
	Scan Survey \$1,000/Day or \$500/Half Day	
Expenses and Outside Services	Cost	

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.



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Suite C  
Hilliard, OH 43026

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[www.sme-usa.com](http://www.sme-usa.com)

October 27, 2021

Mr. Joshua Rozeboom, PE  
Fishbeck  
4775 Campus Drive  
Kalamazoo, MI 49008

Via Email: [jrozeboom@fishbeck.com](mailto:jrozeboom@fishbeck.com)

RE: Scope and Fee Estimate  
Geotechnical Engineering Services  
Phase 1 Existing Conditions Analysis and Review  
Creekside Garage Flood Impact Mitigation  
Gahanna, Ohio  
SME Proposal No. P02646.21

Dear Mr. Rozeboom:

SME has prepared this geotechnical engineering services scope and fee estimate for Phase 1 of the Creekside Garage Flood Impact Mitigation project in Gahanna, Ohio. The objectives of our professional services are to evaluate the subsurface conditions at the site as a basis for assessing flood protection measures, to inform recommendations for improvements to the facility, and assist the project team with developing flood mitigation strategy options.

## SCOPE OF SERVICES

Our specific scope of services includes the following tasks:

### Field Coordination/Layout/Safety

1. Prepare a site-specific safety plan for SME's field work using our Health and Safety Checklist. This includes a Job Hazard Analysis for each activity performed by SME on site.
2. Attend an initial site visit and perform an existing conditions review.
3. Mark the subsurface exploration locations and assess accessibility for equipment and crew. We will coordinate the specific exploration locations with the project team prior to mobilizing to the site and adjust the locations as needed based on site constraints, understanding of the project objectives, and to collect pertinent geotechnical information. Contact the Ohio Utilities Protection Services (OUPS) to clear and mark the locations of public underground utilities at the site prior to the field exploration.
4. SME will GPS locate the features related to our fieldwork (geophysical testing, borings, etc.) and coordinate with the project team to incorporate this information into the project documentation.

## Geotechnical Exploration and Testing

1. Geophysical Investigation of the perimeter slurry wall to confirm wall location, delineate lateral extents, estimate depth, and identify any potential anomalies/discontinuities. The proposed methods for this investigation include electrical resistivity (ER) and multichannel analysis of surface waves (MASW) and/or refraction microtremor (ReMi). Geophysical test line locations will be determined once the site has been visited and the areas for best possible data collection have been determined. Data will be analyzed in the field to aid in determining additional line locations. (2 to 3 days of field investigation by NSG Innovations under subcontract to SME).
2. Geotechnical Borings to confirm depth and materials along and immediately adjacent to the perimeter slurry wall alignment. We propose to complete 10 to 16 direct push borings using equipment owned and operated by SME. Up to five locations may be completed with standpipe piezometers (monitoring wells) and/or instrumented with groundwater level sensors.
3. Field Permeability Testing of new and/or existing standpipe piezometers (monitoring wells). SME will evaluate and select up to six locations, develop the screened intervals of the piezometers, and complete slug testing.
4. Laboratory Testing of soil samples collected from the borings will be completed at SME's Columbus and Cleveland laboratories. Testing will be determined based on the materials collected and engineering properties needed to support our analyses. Testing may include the determination of moisture content, gradation, plasticity characteristic, organic content, permeability, and/or other tests, as appropriate.

## Engineering Analyses and Reporting

1. Review existing documentation and data related to the development's design and construction and the Big Walnut Creek floodplain. SME will assist with project team review of local, state, and national codes and ordinances including the FEMA NFIP.
2. Develop a conceptual hydrogeologic model of the site that includes depth, thickness and elevation of geologic formations, lithologic properties controlling groundwater flow, (permeability and porosity; transmissivity and storativity) and the occurrence and elevation of groundwater within each formation.
3. Construct a numerical groundwater flow model using finite element modeling and evaluate the likely performance of the perimeter slurry wall under design flood conditions with consideration to potential variability within the system (e.g. anomalies/discontinuities within the slurry wall construction).
4. Provide recommendations for additional geotechnical investigations of the slurry wall or other site considerations based on evaluations, as applicable, to support the design and/or construction considerations for the project (e.g., pumping tests, borings, test pit excavations).
5. Report and document conclusions and recommendations into a geotechnical engineering report. Our report will document our findings, site conditions, project information, field investigations, analyses, testing, and incorporate relevant supporting information and data (e.g. boring logs, site plans, laboratory testing results). We will issue a draft report and incorporate project team review comments in a final report. Reports will be transmitted as electronic PDF file(s). Hard copies can be delivered upon request.

## Meetings

1. SME will attend a virtual kickoff meeting, bi-weekly progress coordination meetings, and one stakeholder meeting.

## ASSUMPTIONS AND LIMITATIONS

The following assumptions were made in preparing our scope of services and professional services fee estimate:

1. The attached SME Special Conditions for Drilling and Excavation (03/15) is an integral part of this proposal and contains additional information about the terms of our services.
2. We will perform the field exploration Monday through Friday during normal business hours. Additional fees will be required for field services required by Client or others during off-hours or weekends.
3. The Client/Owner will locate any known private underground utilities at the site prior to performing the field exploration. SME is not responsible for damage to utilities not located and marked at the site.
4. The site will be readily accessible by our field personnel. We have not budgeted for delays, remobilization, moving materials/equipment from the site, or other factors that would inhibit our ability to complete the fieldwork in a timely manner.
5. Although SME offers other services for the project, our proposed scope of services for the does not include the following:
  - a. Additional drilling due to unsuitable soils
  - b. Private utility locate services
  - c. Additional laboratory testing
  - d. Environmental services
  - e. Non-destructive material scanning (GPR)
  - f. Structural design of foundations
  - g. Cost or quantity estimates
  - h. Preparation or review of plans and specifications
  - i. Construction material services
  - j. Time for meetings or significant consulting time after transmittal of our report

## FEE ESTIMATE

Services will be provided on a unit fee (time and materials) basis using our current fee schedules, attached, and summarized by task below for a not to exceed budget of \$70,230. If further services are required for this project that go beyond the scope of services outlined in this proposal, additional fees will be required, and we will contact you.



TASK	FEE ESTIMATE
<b>Field Coordination</b> Pre-Task Planning, Health and Safety, Exploration Layout, Utility Clearance	\$ 3,610
<b>Field Exploration</b> Geophysical Survey (2 to 3 days, subconsultant) Drilling and Sampling (10 to 16 direct push borings) Piezometer/Well Construction (3 to 5 installs) Field Permeability Testing (4 to 6 slug tests, includes well development)	\$25,200 \$ 6,000 \$ 7,400 \$ 7,320
<b>Laboratory Testing</b> Classification, Moisture, Gradation, Atterberg Limits, Clay Fraction	\$ 7,020
<b>Engineering</b> Groundwater Seepage Modeling/Analysis	\$ 5,920
<b>Reporting</b> Data Reduction, Boring Logs, Figures, Recommendations	\$ 4,890
<b>Meetings</b> kickoff, stakeholder, and bi-weekly coordination meetings	\$ 2,870
<b>Total Not to Exceed Fee Estimate</b>	<b>\$70,230</b>

## CLOSING

We look forward to teaming with you on this project. If you have questions concerning our scope of services or fee, please contact us.

Sincerely,

**SME**



Tom P. Olding, EI  
Senior Staff Engineer



Christopher M. Kokesh, PE  
Senior Consultant

**ATTACHMENTS:** SME Special Conditions for Drilling and Excavation (03/15)  
SME General Conditions – Commercial (03/15)  
SME Fee Schedule – Personnel and Expenses  
SME Fee Schedule – Geotechnical Services  
Important Information About This Geotechnical Engineering Proposal

## SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

- 1. RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
- 2. RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
- 3. PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
- 4. UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
- 5. SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
- 6. TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
- 7. FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
- 8. RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
- 9. VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
- 10. SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
- 11. TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

## 12. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see **Disposal of Hazardous and Other Regulated Wastes**). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

## 13. ENVIRONMENTAL RISKS:

- a. CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b. Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c. There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d. CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e. It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

- 14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES:** CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

## SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the “CLIENT.” The CLIENT’s CLIENT shall be referred to as the “OWNER.” Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as “SME.” The “services” to be provided under this Agreement are defined in SME’s Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME’s instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME’s File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME’s File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney’s fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME’s services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME’s written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME’s services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker’s compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME’s services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

**12. GOVERNING LAW:** The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

**13. LIMITATION OF LIABILITY:** In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

**14. PERIOD OF LIMITATION:** Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

**15. ADDITIONAL SERVICES:** If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

**16. AGREEMENT:** This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

**SME PROPOSAL**

Proposal No.: P02646.21

Project Name: Creekside Garage Flood Impact Mitigation Phase 1 GT ENG SRVS

Project Location: Gahanna, OH

**CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE**(Please Print or Type)

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLIENT (Company) Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

## FEE SCHEDULE – PERSONNEL AND EXPENSES

### PERSONNEL

Technician I .....	Per Hour.....	68.00
Technician II.....	Per Hour.....	78.00
Technician III.....	Per Hour.....	88.00
Technician IV .....	Per Hour.....	104.00
Laboratory Technician.....	Per Hour.....	108.00
Certified Welding Inspector (CWI) .....	Per Hour.....	114.00
Field Engineer/Geologist/Specialist, Survey Technician .....	Per Hour.....	108.00
Staff Engineer/Geologist/Architect/Specialist.....	Per Hour.....	120.00
Senior Staff Engineer/Geologist/Architect/Specialist, Surveyor.....	Per Hour.....	130.00
Project Engineer/Geologist/Architect/Consultant .....	Per Hour.....	145.00
Civil Designer, Licensed Surveyor, Materials/Welding Consultant.....	Per Hour.....	145.00
Survey Crew Chief .....	Per Hour.....	155.00
Senior Project Engineer/Geologist/Architect/Consultant .....	Per Hour.....	170.00
Project Manager, Senior Civil Designer, Senior Licensed Surveyor .....	Per Hour.....	170.00
Level III NDT .....	Per Hour.....	180.00
Senior Consultant, Senior Project Manager.....	Per Hour.....	205.00
Certified Professional (Ohio VAP), Certified Industrial Hygienist.....	Per Hour.....	205.00
Principal Consultant, Chief Consultant, Project Director .....	Per Hour.....	245.00
CADD Technician.....	Per Hour.....	88.00
CADD Operator.....	Per Hour.....	100.00
Senior CADD Operator .....	Per Hour.....	120.00
Log Processor .....	Per Hour.....	94.00
Administrative Assistant.....	Per Hour.....	78.00
Senior Administrative Assistant .....	Per Hour.....	98.00

Minimum 4 Hours Per Day for field work.

Overtime rate (Applies to all field work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday)..... Standard Rate x 1.5

Expert Testimony and Depositions (including preparation time) ..... Rates available upon request

### TRANSPORTATION AND EXPENSES

Vehicle Mileage Charge .....	Per Mile.....	0.80
Out-of-town Expenses (Airfare, Lodging, Subsistence, etc.).....	At Cost + 20%	
Subcontract Expenses, Equipment Rental .....	At Cost + 20%	
Direct Expenses (Prints, Permits, Maps, etc.) .....	At Cost + 20%	
Hard Copies of Report .....	Per Copy .....	80.00
Plotting 24 x 36 (Black & White) .....	Each.....	11.00
Plotting 24 x 36 (Color) .....	Each.....	22.00

***Other Services including Drilling, Equipment use, and Laboratory Testing ..... See Appropriate Fee Schedule***

## FEE SCHEDULE – GEOTECHNICAL ENGINEERING

### SEE PERSONNEL AND EXPENSES FEE SCHEDULE FOR STAFF RATES

#### DRILLING/EQUIPMENT

Mobilization of drill rig and two-man crew on and off site .....	Per Mile (Each Way).....	5.00
	Minimum Charge .....	575.00
Charge for all-terrain drill rig.....	Per Day .....	425.00
Charge for drilling support truck.....	Per Day .....	100.00
Out-of-town living expenses for drill crew .....	At Cost + 20%	
Hourly charge for drill rig and crew, for location of borings, installation and development of monitoring wells, specialized in-situ testing, phone calls, standby time, clearing access, utility clearance, site clean-up, hourly drilling, hauling water, drilling through obstructions, etc. ....		
	Per Hour.....	240.00
Equipment required to complete investigation, i.e. bulldozer, backhoe, subcontract drill rigs, water permits and charges, access fees, tools.....		
	At Cost + 20%	
Chain saw.....	Per Day .....	80.00
Mobilization - Traffic Control .....	Each.....	400.00
Traffic Control Signage: non-freeway (8 signs maximum).....	Per Day .....	375.00
Lighted Arrow Board .....	Per Day .....	165.00
Rowboat .....	Per Day .....	160.00
Rescue Skiff .....	Per Day .....	350.00
Soil Probe Services.....	Full Day (up to 8 hours) ....	1,950.00
	Half Day (up to 4 hours) ...	1,175.00
	Additional Per Hour Rate ....	225.00
Mobilization of Soil Probe Rig and crew on and off site.....	Per Mile (Each Way).....	3.50
	Minimum Charge .....	475.00
Drilling with split-barrel soil sampling (ASTM D-1586). Semi-continuous to 10' and 5' intervals thereafter.		
0' to 20' .....	Per Foot .....	16.00
20' to 40' .....	Per Foot .....	18.50
40' to 60' .....	Per Foot .....	21.50
60' to 80' .....	Per Foot .....	25.00
80' to 120'.....	Per Foot .....	29.00
Special situations, or drilling below 120' .....	Rate Available Upon Request	
Hard soil drilling (blows per foot greater than 50) .....	Standard Rate x 1.3	
2" split-barrel sampling in addition to normal 5' intervals below 10'		
10' to 50' .....	Each.....	55.00
50' to 100'.....	Each.....	62.00
Additional charge for Shelby tube samples (0 – 50')		
2-inch.....	Each.....	52.00
3-inch.....	Each.....	67.00
Auger sampling without split- spoon or Shelby tube (0' – 20') .....	Per Foot .....	13.00
Rock coring (0' – 20') – \$160 set-up per core plus .....	Per Foot .....	90.00
(20' – 50') .....	Per Foot .....	100.00
Pavement Coring .....	Each.....	85.00
Concrete/Asphalt Patch .....	Each.....	30.00
Backfill Boreholes – Soil/Bentonite .....	Per Foot .....	4.25
Bentonite Backfill (SSA) .....	Per Foot .....	5.50
Bentonite Backfill (HSA) .....	Per Foot .....	13.00
Grout Borehole Set-up for Slurry .....	Each.....	62.00

## DRILLING/EQUIPMENT CONT.

Cement/Bentonite Slurry (SSA) .....	Per Foot .....	6.00
Cement/Bentonite Slurry (HSA) .....	Per Foot .....	12.00
2" diameter PVC pipe.....	Per Foot .....	5.00
2" diameter PVC well screen – 5' length .....	Each .....	50.00
Well Protector Pipe (4"x4").....	Each .....	190.00
Corps of Engineers DCP .....	Per Day .....	130.00
Double Ring Infiltrometer .....	Per Day .....	60.00
GPS – Submeter Assembly .....	Per Day .....	275.00
GPS – High Accuracy .....	Per Day .....	525.00
Ground Penetrating Radar .....	Rate Available Upon Request	
Laser Level.....	Per Day .....	120.00
Muck Probe .....	Per Day .....	62.00
Other materials.....	At Cost + 20%	
Penetrometer/Hand Auger .....	Per Day .....	42.00
Pressuremeter, Vane Shear, Dutch Cone .....	Rate Available Upon Request	
Syscal Electrical Resistivity Meter .....	Per Day .....	500.00
Thermal Conductivity/Resistivity Meter.....	Per Day .....	275.00
Total Station .....	Per Day .....	260.00

## LABORATORY

Atterberg Limits (LL + PL) .....	Each .....	215.00
Calibrated Penetrometer Test.....	Each .....	4.50
California Bearing Ratio (CBR) .....	Each .....	300.00
Consolidation Test on 2-1/2" Dia. Specimen w/pressure–strain curve.....	Each .....	600.00
Consolidometer Swell Test .....	Each .....	315.00
Direct Shear Test (Fine – Proctor not included).....	3 Points.....	550.00
Expansion Index (ASTM D4829) .....	Each .....	350.00
Hydrometer /Gradation Analysis .....	Each .....	245.00
Loss by Wash.....	Each .....	100.00
Organics Content (Loss on Ignition) .....	Each .....	75.00
Permeability Test of Liner Sample (Clayey soil) .....	Each .....	350.00
Permeability Test of Liner Sample (Clean Granular Soil) .....	Each .....	175.00
Permeability Test of Compacted Sample.....	Each .....	395.00
Proctor (Standard or Modified).....	Each .....	195.00
Proctor (Clay Preparation) .....	Each .....	95.00
Rock Testing -- Slake Durability.....	Each .....	230.00
Rock Testing – Point Load .....	Each .....	70.00
Rock Testing – Compression of Core .....	Each .....	85.00
Shrinkage Limit (SL).....	Each .....	135.00
Sieve Analysis .....	Each .....	100.00
Torsional Ring Shear – Single Stage.....	Per Point .....	435.00
Torsional Ring Shear – Multistage.....	Per Point .....	115.00
Torsional Ring Shear – Prep.....	Per Sample .....	330.00
Torvane Test .....	Each .....	5.50
Triaxial Strength Testing – Unconsolidated/Undrained .....	Each Point.....	200.00
Triaxial Strength Testing – Consolidated/Drained .....	Each Point.....	375.00
Triaxial Strength Testing – Consolidated/Undrained w/ Pore Pressure .....	Each Point.....	450.00
Unconfined Compressive Strength with Water Content and Unit Weight... ..	Each .....	100.00
Uniaxial Compression of Rock Core .....	Each .....	100.00
Unit Weight Determination .....	Each .....	25.00
Visual Engineering Classification: Cores .....	Per Sample/5' Run.....	40.00
Visual Engineering Classification: Soil.....	Per Sample .....	7.50
Water Content .....	Each .....	7.50



## Important Information about This

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

### Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

### Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

### Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

*is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your Geotechnical Engineer for Additional Assistance**

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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Telephone: 301/565-2733 Facsimile: 301/589-2017  
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October 21, 2021

**MKSK**

Josh Rozeboom, PE  
Project Manager – Parking and Restoration  
Fishbeck  
4775 Campus Drive, Kalamazoo, MI 49008

**RE: The Plaza at Creekside, Gahanna**

Dear Mr. Rozeboom:

It is my pleasure to provide you with this proposal for *Phase 1: Discovery and Vision* for the Plaza at Creekside for The City of Gahanna. We are excited about this opportunity to work with the team at Fishbeck and to continue working with The City of Gahanna to establish visionary goals for an integrated Plaza that is activated, dynamic, feasible, and tailored to the needs and mission of Gahanna's public spaces. Please find our proposal attached for the anticipated project kick off in 2022, fee and terms and conditions. If this proposal is suitable to you, please sign and return as an authorization to conduct the work described herein. We are available for discussion at any time should the scope of services need refinement, or you and your team have any questions. Thank you, again, and we look forward to working with you.

Respectfully submitted,

MKSK



**Rachael Harkleroad**  
Project Manager/Lead Designer



**Jeff Pongonis**  
Principal in Charge

**Approved by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

## The Plaza at Creekside, Gahanna: Discovery and Vision

### 1.0 Discovery and Vision

This Scope of Work will provide an opportunity for the Design team and representatives from the City of Gahanna to develop a better understanding of the near and long-term context and future needs of the Plaza area, develop goals and objectives for the project, discuss programming and activation strategies, and plan for next steps in the Design process and Community Engagement Phases of the project.

#### MEETINGS:

- Site Visit – Fishbeck+ City of Gahanna + MKSK (*2 hour event*)
- Bi-weekly Team Meetings – all Consultants, City of Gahanna + MKSK (*January- April @ 2 hour event each- 8 total meetings*)
- Design Meetings as indicated below.
- Prepare meeting minutes after each meeting

#### PHASE 1: DISCOVERY AND ANALYSIS:

- PREPARATION
  - Discovery Site Visit (Design Team only)
  - Discovery Site Visit with City Staff, Mayor and Design Team
  - Conduct preparatory analysis
  - Prepare Site Visit materials. These are expected to include:
    - Base site mapping of existing Plaza conditions and the surrounding site context.
    - Site photos and Street View Shots
  - Review Meeting of Discovery and Analysis with City of Gahanna and Mayor
- FACILITATION
  - Attend (1) Site Visit with Design Team for initial understanding of the site.
  - Facilitate (1-2) Site Visit meeting with City of Gahanna Staff and Mayor.
  - Prepare Site Analysis and Discovery documents for review with City, Mayor and Design Team.
- SUMMARIZATION + DELIVERY
  - Prepare graphic summary
  - Opportunities and Constraints Diagrams
  - First Impressions Graphics as needed

#### PHASE 1: PROGRAMMING AND VISION

- PREPARATION
  - Virtual and/or In-person Tour of successful public spaces, reactivated retail and urban plazas, and other placemaking projects.
  - Prepare Tour materials. These are expected to include:
    - Precedent images and examples of existing parks and park elements + programming events.
  - Programming and Vision Charette (1-3) with City of Gahanna, Mayor and Design Team
  - Review Meeting of Charette Results and Visionary direction for Conceptual Framework Options
  
- FACILITATION
  - Facilitate Virtual and/or In-Person Project Tour with City of Gahanna staff and Mayor.
  - Facilitate Visioning and Programming (1-3) meetings with City of Gahanna staff and Mayor.
    - Determine Required Design Elements
    - Determine Optional Design Elements
  - Correspondence and Coordination with Design Team and Gahanna Staff intermediately between formal meetings.
  - Incorporation of findings from Engineer's analysis of flood mitigation measures.
  
- VISIONARY GRAPHIC PACKAGE
  - City Programming and Pre-design Diagrams
  - Precedent Images of Design Elements- Required
  - Precedent Images of Design Elements- Optional (for Community Input in Phase 2 of the project)

## PHASE 1: PUBLIC SPACE FRAMEWORK PLAN

- PREPARATION
  - Prepare 1-3 Concept Visions based on discover and vision design phases above.
  - Incorporation and understanding of findings from Engineer's analysis and approach of flood mitigation measures.
  
- FACILITATION
  - Facilitate review meetings with City of Gahanna staff and Mayor.
  - Participate in technical meetings with Engineer, Fema and other entities as required.
  
- FINAL GRAPHIC PACKAGE
  - Where we Started to Where we Want to Go
    - City Programming and Pre-design Diagrams
    - Design Elements- Required
    - Design Elements- Optional (for Community Input in Phase 2)

- 1-3 Refined Concept Visions with Narratives
- Precedent Images and Inspiration
- Additional graphics as needed to communicate the concepts and vision of the Revitalization of the Plaza at Creekside.
- Package will inform next steps and prepare the City for future public engagement in future phases.

Total fee

\$63,450

# HOURLY RATES

# MKSK



## Standard hourly rates / additional services

If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 210
Senior Associate	\$ 165
Associate	\$ 150
Landscape Architect III	\$ 125
Landscape Architect II	\$ 115
Landscape Architect I	\$ 105
Urban Planner III	\$ 125
Urban Planner II	\$ 115
Urban Planner I	\$ 105
Graphic Designer III	\$ 125
Graphic Designer II	\$ 105
Graphic Designer I	\$ 95
Intern	\$ 70
Administration	\$ 70