

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES
FOR**

**CITY OF GAHANNA, OHIO
SIGN CODE UPDATE**

BY AND BETWEEN

CITY OF GAHANNA, OHIO

AND

**BENATEC ASSOCIATES
COLUMBUS, OH**

AGREEMENT

THIS AGREEMENT, by and between the City of Gahanna, Ohio, hereinafter referred to as OWNER, and Benatec Associates, a corporation, hereinafter referred to as BENATEC.

WITNESSETH THAT:

WHEREAS, OWNER desires to revise Chapter 1165, Signs, of the City Code; and,

WHEREAS, OWNER agrees to employ, and does hereby employ BENATEC for the professional planning services hereinafter set forth, and agrees to pay BENATEC for such services the fee as hereinafter set forth in the AGREEMENT.

NOW THEREFORE, OWNER and BENATEC for the considerations named herein agree as follows:

ARTICLE 1. SCOPE OF SERVICES

1. BENATEC shall perform the following Services:

- | | |
|--------|--|
| Task 1 | Conduct a Project Initiation Meeting with city staff and the planning committee to discuss the project scope and timeline, and the expectations for the project. During this meeting, planning committee members will be asked to identify key issues with the current sign regulations and ideas for revisions. From this meeting, basic policy statements reflecting desired changes to the Sign Code will be developed. |
| Task 2 | Perform a thorough review of all existing documents and relevant data, including requests for sign variances over the past 3-5 years to identify regulatory language which may be causing undue hardship on property owners. |
| Task 3 | Conduct a Policy Review Meeting with city staff and the planning committee to review the proposed sign policy changes. Obtaining a consensus on proposed regulatory language can be greatly simplified and made more efficient if city staff |

and the planning committee can provide clear guidance to the Project Team in the form of approved policies.

- Task 4 Based on the comments received from city staff and the planning committee, revisions to the Sign Code will be drafted. Photographic examples of sign types will be included in the draft. Copies of the draft revisions will be provided to city staff and the planning committee for review and comment.
- Task 5 Conduct a Review Meeting with city staff and the planning committee to obtain comments on the draft ordinance. The requested revisions will be incorporated into the document.
- Task 6 Provide the draft Amendment to the Sign Code to the Gahanna Planning Commission for review and comment.
- Task 7 Attend and participate in the Public Hearing held before the Gahanna Planning Commission. Make necessary revisions to the draft Amendment.
- Task 8 Develop a City of Gahanna Citizen=s Guide to Signs for property owners and other interested parties. This booklet will describe the application process and detail the review criteria by which applications for signs would be considered.
- Task 9 Benatec will provide the following deliverables to the City upon approval by City Council of the revised Sign Code:
 - < One (1) black and white, unbound copy of the approved text
 - < One electronic copy of the Citizen’s Guide to Signs in Gahanna on CD in a format compatible with the City’s software.

2. The following Services are not included in this Agreement, but shall be provided as Additional Services if authorized or confirmed in writing by OWNER:

- § Reproduction services not specified in Article 1.
- § Additional meetings not specified in Article 1.
- § Illustrations or other graphic material, GIS mapping, surveys, research, or database development not specified in Article 1.

ARTICLE 2. SCHEDULE

BENATEC shall perform the Scope of Services and deliver the related documents according to the Project Schedule (see Attachment A).

ARTICLE 3. COMPENSATION

- 1. In return for the performance of the foregoing obligation, OWNER shall pay to BENATEC a lump sum fee of \$10,000 (ten thousand dollars), payable upon submittal of proper monthly invoices from BENATEC to OWNER.
- 2. Compensation for Additional Services, if any, shall be paid by the OWNER to BENATEC either

as a lump sum for subsequent Task Orders or on an hourly basis. Changes in the Scope of Services or extra meetings, if any, that are requested by the OWNER during this project will be addressed as additional services.

3. Fees for the services rendered shall be billed monthly based on BENATEC's specific completion of project tasks as jointly determined by BENATEC and the OWNER. Payment for services rendered shall be payable within thirty (30) days following receipt of invoice.

ARTICLE 4. OWNER'S RESPONSIBILITIES

OWNER shall perform and/or provide the following in a timely manner so as not to delay the Services of BENATEC. Unless otherwise provided for in this Agreement, OWNER shall bear all costs incident to compliance with the following:

- § Provide BENATEC with copies of all related studies, reports, plans, proposals or other organizational documents.
- § Promote public participation in the project, where appropriate.
- § Advertise all public meetings, forums, and hearings, where appropriate.
- § Provide suitable public meeting space and facilities.
- § Provide direction and feedback regarding key issues and opportunities.
- § Conduct a thorough review of all draft reports, sketches, drawings, plans, proposals and other documents presented by BENATEC, and inform BENATEC of all so as to avoid any unnecessary delay of the work or progress of BENATEC.
- § Provide advanced notice and time for revision of draft documents and preparation of materials prior to presentation to others.

ARTICLE 5. GENERAL CONDITIONS

- A. In the event any provisions of the AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall be construed by the other party as a waiver of subsequent breach of the same by the other party.
- B. BENATEC intends to render its services under this AGREEMENT in accordance with generally accepted professional practices for the intended use of the project. BENATEC's liability shall be limited to direct damages and shall not include liability for special, indirect, punitive or consequential damages. In any case, the liability is limited to the cost of replacing the affected work or the total amount of the AGREEMENT, whichever amount is less.
- C. The professional services to be provided hereunder are being performed solely for the benefit of the OWNER, and no claims against BENATEC shall accrue to any contractor subcontractor, consultant, engineer, supplier, fabricator, manufacturer, tenant, surety, or any third party as a result of the AGREEMENT or the performance or non-performance of BENATEC's services.
- D. Additional services in connection with the project not otherwise provided for in the AGREEMENT may be arranged between BENATEC and the OWNER and incorporated into this AGREEMENT by written notification only.

ARTICLE 6. TERMINATION

This AGREEMENT may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of the AGREEMENT by the other party through no fault of the terminating party. If this AGREEMENT is terminated, BENATEC shall be paid for services performed to the termination notice date that the OWNER deems to be satisfactorily complete.

ARTICLE 7. EXECUTION

The OWNER and BENATEC hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this ____ day of July, 2003.

BENATEC ASSOCIATES

By

Richard M. Miller
Senior Vice President

CITY OF GAHANNA, OHIO

By

Name: _____

Title: _____

**ATTACHMENT A
PROJECT SCHEDULE**

Task	Aug	Sep	Oct	Nov
Project Initiation Meeting	<input type="checkbox"/>			
Review of relevant documents	<input type="checkbox"/>			
Policy Review Meeting	<input type="checkbox"/>			
Draft Revisions to Sign Code	<input type="checkbox"/>			
Review Meeting		<input type="checkbox"/>		
Presentation to Planning Comm.			<input type="checkbox"/>	
Public Hearing			<input type="checkbox"/>	
Develop Citizen's Guide to Signs				<input type="checkbox"/>