

## **PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES**

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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: **Tech Center Drive**  
Right-of-Way Acquisition Coordination

Date: March 13, 2008

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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:**

This proposal will address the surveying, preliminary engineering and coordination of the right-of-way acquisition for Tech Center Drive right of way from the owners of the 825 Tech Center Drive property. The intent of this coordination is to gather the right-of-way to allow for the extension of Tech Center Drive over to the Central Park development. The following is our understanding:

- Our scope will include right-of-way exhibits that will identify the following:
  - Limits of right-of-way acquisition
  - Alignment of public roadway extension
  - Parking lot reconstruction exhibit that maximizes the revised parking field given the alignment of the new public road
- Provide field survey stakes and paint marks to help identify the alignment of Tech Center Drive as it relates to the existing site conditions.
- Provide cost estimates related to reconstruction of the existing parking field.

#### **Preliminary Roadway and Parking Lot Concepts:**

- Preliminary Site Layout that includes identification of the right-of-way and edge of pavement for the extension of Tech Center Drive through the 825 Tech Center Drive property.
- Preparation of property exhibits identifying the amount of acreage to be taken for the extension of Tech Center Drive.
- Provide coordination with City of Gahanna and the real estate appraising consultant

- Provide site exhibits that identify reconstruction of existing parking field to allow for maximization of the parking field given the residual property left over after the right-of-way take.
- Preliminary coordination with property owner.

**Construction Cost Estimates:**

- Provide preliminary cost estimates related to the options for reconstruction of the parking lot located on 825 Techn Center Drive.
- Coordination with the City of Gahanna and the real estate appraisal consultant.

**Preliminary Construction Staking:**

- Provide field location of public right-of-way and public roadway to allow for reference by City and property owners.
- Field work to include location stakes on lathe in landscaped areas and paint where proposed right-of-way or pavement will be located in the existing parking lot.
- Prepare site construction staking exhibit to be used by City and property owners during site visit.

**Phase I Environmental Site Assessment:**

Advanced Civil Design proposes to conduct a Phase I Environmental Site Assessment (ESA) according to standard practices described in ASTM Designation E-1527-00 for above noted property. A Phase I ESA is designed to research and analyze data regarding current conditions and past operations of a site to determine the potential existence of onsite environmental impairment. Phase I ESAs are based on readily available information. At a minimum, the following scope of work will be conducted in order to prepare the proposed Phase I ESA:

- Review and summarize site and vicinity characteristics.
- Complete an environmental records review including local, state, and federal databases.
- Review and summarize historical use information.
- Review and summarize aerial photographs.
- Conduct site inspection.
- Interview site owners and former owners, if possible.
- Review and summarize potential environmental hazards.
- Prepare a site map.
- Review previous Phase I ESA reports, if available.
- Prepare photographic summary of site, including photograph descriptions.
- Prepare Phase I ESA report.

**Additional Exhibits for Right-of-way Acquisition:**

If additional exhibits or drawings are required for right-of-way acquisition Advanced Civil Design we prepare the needed drawings on an hourly basis. An allowance of \$1,000 for this scope is included in the fee schedule.

**-SERVICES PROVIDED BY THE CLIENT TO CONSULTANT-**

- Insure Consultant has legal access to the site
- 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

Preliminary Roadway and Parking Lot Concepts:	\$ 3,500.00
Construction Cost Estimates:	\$ 1,500.00
Preliminary Construction Staking:	\$ 1,500.00
Phase I Environmental Site Assessment:	\$ 1,500.00
Additional Exhibits for Right-of-way	
Acquisition:	\$ 1,000.00 (Allowance)
Reimbursable Expenses:	\$ 500.00 (Budget)

*9,500.00*

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. Common items billed under this heading include: printing and photographic work, special delivery services, survey stakes and subsistence expenses. Vehicle mileage is billed at a rate of \$0.37/mile 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 30 days 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.

- Surveying or Engineering
- Inspection, review or capacity fees
- Environmental Reports
- Soil investigations
- Easement preparation
- Traffic Studies
- Lighting / Electrical Plans
- Construction Staking

## **-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. The Client shall make payment to the Consultant within thirty (30) days of issuance of an invoice for services completed. Invoices shall be formatted in the manner previously described.

### **-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.

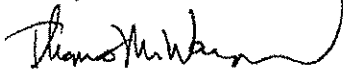
The Consultant may terminate this Professional Services Agreement upon seven (7) days written notice to the Client for failure to make payments in accordance with the terms contained herein.

-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,



Thomas M. Warner, P.E.  
Managing Partner

Accepted By Client  
City of Gahanna

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Signature

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Date

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Print Name & Title