

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: **Lincoln Circle**
Roadway Improvements

Date: November 20, 2008

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 construction documents necessary for the reconstruction of Lincoln Circle and portions of the property located at the southeast corner of Granville Street and Lincoln Circle. The intent of this project is to enhance the vehicular access for the U.S. Post Office as well as the in-line retail space located east of the Post Office space. The following is our understanding:

- A right-out only drive will be designed that will provide traffic relief to the patrons parked in the lot in front of the existing retail building.
- Lincoln Circle West will be converted to a one-way street in a southerly direction.
- A new cul-de-sac turn around bulb will be constructed on Lincoln Circle that will allow for westbound traffic to turn back towards the signal on Lincoln Circle East.
- The City of Gahanna will allow the mail drop-off boxes to be constructed within the public right-of-way.
- Advanced Civil Design has previously obtained a field survey of the existing parking lot in front of the existing retail building as well as portions of Lincoln Circle that were thought to have been affected by a previous design. No additional survey work will be required for this project.

Preliminary Roadway Concept:

- Preliminary Site Layout
- Site plan that identifies Lincoln Circle West as a one-way street with a southerly direction. The postal drop-off boxes will be placed in the public right-of-way.
- Preliminary coordination with the U.S. Post Office on the dimensions associated with the drop-off boxes, concrete median, drop off and by-pass lanes.
- Preliminary coordination with City of Gahanna Engineer
- Preliminary coordination with City Fire Department on site maneuverability for fire trucks.

Final Engineering:

- Prepare Street, Storm Sewer, & Grading Plan in accordance with City of Gahanna requirements. This plan will include erosion control measures meeting City of Gahanna and Ohio EPA requirements. Street plans to include the following:
 - Typical pavement sections expansion of Lincoln Circle.
 - Curb and median details.
 - Identification and profile of all storm sewer improvements
 - Grading details for proposed driveway areas
 - Details for proposed mailbox drop off and bypass area
 - Maintenance of Traffic Plan
 - Traffic signing and striping plan for public roadway and private drive.
 - Provide estimated quantities for bidding purposes
- Prepare and file OEPA Notice of Intent for construction site storm water discharge.
- Provide engineer's anticipated cost estimate in accordance to final engineering drawings
- Provide private utilities, gas, electric, telephone site plans and assist Client in private utility coordination.
- Prepare off-site traffic easement exhibit and legal description (if required).

-SERVICES PROVIDED BY THE CLIENT TO CONSULTANT-

- A. Provide Consultant with Geotechnical and Environmental reports necessary for Engineering Design
- B. Provide Site Plan approval prior to commencement of Engineering Design and plan preparation
- C. Insure Consultant has legal access to the site
- D. 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 Engineering:	\$ 800.00
Final Engineering:	\$9,300.00

\$ 10,100

Reimbursable Expenses:

\$ 1,000.00 (Budget)

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	\$96.00
Project Manager	\$82.00
Design Engineer, P.E.	\$70.00
Design Engineer	\$58.00
Surveyor, P.S. (Office)	\$68.00
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 for Offsite Utility Improvements
- Inspection, review or capacity fees
- Environmental Reports
- Soil investigations
- Easement preparation except for traffic access easement described above
- 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 these 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 receive 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 manor 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.

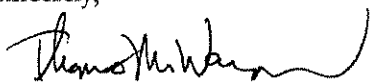
The Consultant may terminate this Professional Services Agreement upon seven (7) days written notice to the Client for failure to make payments in accordance with the terms contained herein.

-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

Signature

Date

Print Name & Title