

ARTICLES OF AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2008, by and between the **City of Gahanna**, a municipal corporation organized and existing under the laws of the State of Ohio, having its principal place of business at 200 South Hamilton Road, Gahanna, Franklin County, Ohio, hereinafter referred to as OWNER and **W.E.C. Engineers of Ohio, Inc.**, a corporation organized and existing under the laws of the State of Ohio, with an office at 3455 Mill Run Drive, Suite 310, Hilliard, Franklin County, Ohio, hereinafter referred to as ENGINEER.

WITNESSETH, that the OWNER intends to have constructed certain improvements in the City of Gahanna. The scope of work and location of the work area is as follows:

HUNTERS RIDGE STORM WATER PROJECT

Involving the preparation of construction plans and contract documents for the design of a detention basin in the Hunters Ridge Subdivision.

OWNER and ENGINEER in consideration of their mutual covenants herein agree with respect to the performance of professional engineering services by ENGINEER and the payment for those services by the OWNER, as set forth as follows:

The ENGINEER will serve as the OWNER's professional services representative in those phases of the PROJECT to which this AGREEMENT pertains and will give consultation and advice to OWNER during the performance of his services.

1.1 The ENGINEER agrees to perform all work and supply all necessary labor and materials required to prepare the plans and specifications for the PROJECT.

1.2 The ENGINEER agrees to prepare and submit to the OWNER plans and specifications for the PROJECT. In addition, the ENGINEER agrees to prepare all contract documents necessary for the proper execution of the aforementioned PROJECT.

1.3 The ENGINEER agrees to commence work within ten (10) days after authorization to proceed and to prosecute said work in a timely manner.

1.4 The ENGINEER agrees to prepare a rough draft of plans and specifications for the project prior to completion of the design phase. Said rough draft will be submitted to the OWNER and the general public if a public hearing is held for that purpose. ENGINEER agrees to provide a representative in attendance at said public hearing.

SECTION 2 - OWNER'S RESPONSIBILITIES

2.1 The OWNER agrees to cooperate with the Engineer in all phases of this Contract. The OWNER specifically agrees to make available, upon request of the ENGINEER, any plans, maps, drawings, sketches, diagrams, or documents in possession of the OWNER necessary for the proper preparation of the plans and specifications.

SECTION 3 - PAYMENT TO THE ENGINEER

3.1 Fee Schedule:

1 ENGINEERING DESIGN	2 SOIL BORINGS IF AUTHORIZED	3 TOTAL 1 AND 2
\$50,266.00	\$3,012.00	\$53,278.00

3.2 The OWNER will pay the ENGINEER for services rendered a lump sum fee, indicated in Column 3 of the Fee Schedule, for the PROJECT. The amount indicated in Column 1 shall be for the Engineering Design. The amount indicated in Column 2 shall be for the Soil Borings (if authorized).

3.3 It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum indicated in Column 3 of the Fee Schedule for the PROJECT, unless the scope of the Design is increased.

3.4 The OWNER agrees to pay the ENGINEER the amount indicated in Column 1 of the Fee Schedule for the PROJECT, on a monthly basis, based upon the percentage of completion of the design phase of the PROJECT. Final payment of the amount indicated in Column 1 of the Fee Schedule to be made upon receipt by the OWNER of all contract plans and specifications, bid documents and other instruments.

3.5 The OWNER agrees to pay the ENGINEER the amount indicated in Column 2 of the Fee Schedule for the PROJECT if authorized, on a monthly basis, based upon the percentage of completion of the work.

SECTION 4 - GENERAL CONDITIONS

4.1 ENGINEER agrees to provide adequate Worker's Compensation and Contractor's Liability Insurance for its agents, servants, workmen and employees for and during the entire term of this contract.

4.2 This Contract may be terminated by either party by serving written notice upon the other party ten (10) days prior to the date of termination. The parties agree that the measure of damages, in the event of termination shall be as follows:

- If terminated by the OWNER, then the ENGINEER shall be entitled to all necessary and reasonable expenses incurred to date of termination.

- If terminated by the ENGINEER, the OWNER may complete performance by designating an alternate ENGINEER. All reasonable costs in excess of the contract price as previously set forth herein incurred by the OWNER for the services of the alternate ENGINEER are the responsibility of **W.E.C. Engineers of Ohio, Inc.**

4.3 REUSE OF DOCUMENTS: Upon completion of the PROJECT, the plans become the property of the ENGINEER, but may not be reused without the written consent of the OWNER. Upon completion of the PROJECT, the ENGINEER agrees to provide the OWNER with a certified copy of the plans as prepared. In the event of termination, the plans become the property of the OWNER.

4.4 This Contract shall be binding on the successors, heirs, or assigns of each of the parties hereto.

4.5 The General Terms and Conditions to Contracts for Professional Services, attached hereto, shall be a binding part of this AGREEMENT. Where conflicts occur between the provisions of any SECTIONS of this AGREEMENT and the General Terms and Conditions attached, the General Terms and Conditions shall prevail.

IN WITNESS THEREOF, the said parties have hereunto subscribed their corporate names and have their corporate seals to be hereunto affixed by their duly authorized officers this _____ day of _____, 2008.

WITNESS

CITY OF GAHANNA

BY: _____
Mayor

WITNESS

BY: _____
City Engineer

WITNESS

BY: _____
Public Service Director

WITNESS

BY: _____
Financial Director

WITNESS

BY: _____
City Attorney

ATTEST:

W.E.C. ENGINEERS OF OHIO, INC.

Lisa K. Blair
Lisa K. Blair

BY: Christopher M. Shea
Christopher M. Shea, P.E.
Vice President