



EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS & SURVEYORS

May 31, 2001

City of Gahanna, City Engineer
200 South Hamilton Road
Gahanna, Ohio 43230

Attention: Mr. Karl Wetherholt, P.E.

Re: Hamilton Road:
Improvement No. 770
Construction Services

Dear Mr. Wetherholt:

Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) is pleased to present our proposal for professional services related to services during construction of the above referenced project.

Scope of Services

EMH&T will provide professional services for the base bid portion of the project and alternate (if applicable) as follows:

- a) Provide project representation during construction to be an interpreter and arbiter of the plans and specifications and make reasonable effort to protect the City against deficiencies in the Contractor's work
- b) Advise and recommend to the City in the matter of testing materials and reviewing laboratory results
- c) Observe the completed work and submit a final report for acceptance of the project. However, the issuance of the final report does not make the Engineer responsible for any deficiencies in the work not discovered at the time
- d) Furnish project representatives as the work requires. We anticipate one project representative full-time for most of the construction schedule. During certain contractor operations, representation may be reduced to part-time as appropriate.
- e) Maintain a record of the progress of the work and incidents relative to the construction process, and prepare current and final estimates in conformance with the condition of the Contract.
- f) Provide construction staking for curb-line, storm sewer, grading, and sediment fence
- g) Reestablish centerline control and stake right-of-way within base bid project limits

EXHIBIT A

Continued....

EMH&T will provide additional services for alternate work (if applicable):

- h) Provide construction staking for duct bank
- i) Maintain as built records for duct bank and provide the City of Gahanna with as-built information

Schedule

Work as described for the base bid will be accomplished in accordance with the Contractor's schedule from June 25, 2001 to August 31, 2001. Work as described for the alternate bid in conjunction with the base bid will be accomplished in accordance with the Contractor's schedule from June 25, 2001 to September 30, 2001.

Fee

Work described in the Scope of Services for base bid work and alternate work (if applicable) will be performed on an hourly rate basis plus reimbursable expenses. Current rates are attached. The fee is estimated to be \$51,500 for base bid work and shall not exceed \$55,000 without prior approval of the City. The fee for additional services for alternate work is estimated to be an additional \$17,000 and shall not exceed \$19,000 for the alternate work, if applicable. The total estimated fee for base bid work and alternate is estimated to be \$68,500 and shall not exceed \$74,000 without prior approval of the City.

Whenever it is deemed necessary by the City, acting through the Mayor or his designated representative, for employees of the Engineer to work more than forty hours per week, overtime compensation of one and one-half the regular rate shall be paid for all hours worked over forty hours per week in accordance with the Fair Labor Standards Act of the United States.

Invoices for the aforementioned services will be our standard format and shall be due and payable within forty-five (45) days. If the Client fails to pay any invoice due us within forty-five (45) days after the date of billing, we may, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, terminate our performance of service.

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Other Services

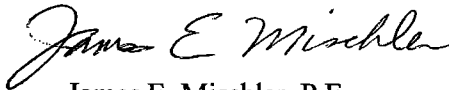
The Engineer will arrange for the services of an independent agency to make such tests for quality control on Portland cement concrete and asphalt concrete. The services so arranged will require a separate agreement between the City and the independent agency or contractor. If the City desires the billing of the independent agency through the Engineer, then the City will be invoiced the cost of the independent agency plus ten percent.

It is understood that the Client hereby grants EMH&T, or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors, for the purpose of obtaining field information pertinent to the subject project.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Please call if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



James E. Mischler, P.E.

APPROVED BY:

CITY OF GAHANNA, OHIO

PRINT OR TYPE NAME AND TITLE

DATE