

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-46**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH MCGILL SMITH PUNSHON INC. FOR  
CONSULTING ENGINEER SERVICES FOR IMPROVEMENTS TO THE VILLAGE  
SANITARY SEWER SYSTEM**

**WHEREAS**, due to the potential for future residential development, the Village has studied the feasibility of extending sanitary sewer service to properties located on Zoar Road east of the Village limits; and,

**WHEREAS**, the results of said study showed the need to upgrade the Village sanitary sewer collection system, as a whole; and,

**WHEREAS**, the Village solicited qualifications from area consulting engineering firms and McGill Smith Punshon, Inc. was selected as the most qualified firm.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with McGill Smith Punshon Inc. for consulting engineer services for improvements to the Village sanitary sewer system for a not to exceed amount of \$238,300.00, as attached hereto.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.


**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Attest: Nicole Armstrong James D. Smith  
Nicole Armstrong, Fiscal Officer James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)	Effective Date - / /2018
Vote - ___ Yeas ___ Nays	
First Reading - <u>8/16</u> /2018	Effective Date - / /2018
Second Reading - <u>9/6</u> /2018	
Third Reading - <u>9/20</u> /2018	
Vote - <u>6</u> Yeas ___ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By:   
Date: 9/20/2018

## **MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and McGill Smith Punshon, Inc., organized under the laws of the State of Ohio as a Corporation, whose address is 3700 Park 42 Drive, Suite 190B, Cincinnati, Ohio 45241 ("Consultant").

The Village and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of professional consulting services by Consultant and the payment for those services by the Village, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to design and construction observation for improvements to the Village sanitary sewer system, all in accordance with the scope of work described in Exhibit 1 herein.

### **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

### **SECTION 3 - THE VILLAGE'S RESPONSIBILITIES**

The Village shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist Consultant by providing all available information pertinent to the Basic Services in the possession of the Village including any previous reports and any other data relative to the Project.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.
- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance

counselor and other Consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the Village and Consultant may require or Consultant may reasonably request with regards to legal issues pertaining to the Basic Services.
- 3.8. Designate in writing the person or persons to act as the Village's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant to provide, upon approval of the Village, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required. (Intentionally Omitted)
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services and Expenses of CONSULTANT**

- 5.1.1. For Basic Services. The Village shall pay Consultant for Basic Services rendered under Section 1 as follows:

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$238,300.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

- 5.1.2 For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

### **5.2 Times of Payments.**

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the Village Council's regularly scheduled Council Meeting on the 3<sup>rd</sup> Thursday of each month.

### **5.3 Other Provisions Concerning Payments.**

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

### **5.4 Definitions**

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

### **6.2 Reuse of Documents.**

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

### **6.4 Successors and Assigns.**

- 6.4.1. The Village and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the Village nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

**6.5 Modification or Amendment**

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

**6.6 Construction**

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

**6.7 Waiver**

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

**6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

**6.9 Parties**

Whenever the terms "the Village" and "Consultant" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and the Consultant.

**6.10 Headings**

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

**6.11 Notices**

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The Village of South Lebanon, Ohio  
Attn. Village Administrator  
99 S. High Street  
South Lebanon, OH 45065

Consultant: McGill Smith Punshon, Inc.  
Attn. Richard Nichols, P.S.  
Address: 3700 Park 42 Drive, Suite 190B  
Address: Cincinnati, Ohio 45241

## 6.12 Insurance

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

(d) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit; *ADDITIONAL \$1,000,000.00 COVERED BY UMBRELLA RAL*

(f) The Consultant shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for Consultant;

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.



**SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

7.1 This Agreement is subject to the following special provisions, if any:

7.1.1 None

7.2. The following Exhibits are attached to and made a part of this Agreement:

Exhibit "1"

**SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

**SECTION 9 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

**SECTION 10 – INDEMNIFICATION**

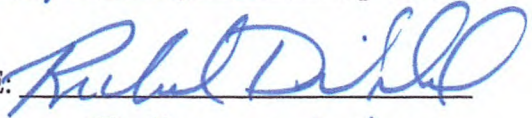
Consultant will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, ~~reckless,~~ and errors or omissions by Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

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SECTION 11 – EXECUTION


CONSULTANT:

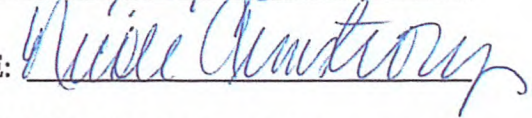
IN EXECUTION WHEREOF, McGill Smith Punshon, Inc., the Consultant herein, has caused this Agreement to be executed on the date stated below by RICHARD D. NICHOLS whose title is VICE PRESIDENT, SURVEYING, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE:   
PRINTED NAME: RICHARD D. NICHOLS  
TITLE: VICE PRESIDENT, SURVEYING  
DATE: 9/28/18

VILLAGE:

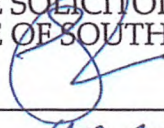
IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2018 - 46.

SIGNATURE:   
PRINTED NAME: James D. Smith  
TITLE: Mayor  
DATE: 9/20/18

SIGNATURE:   
PRINTED NAME: Nicole Armstrong  
TITLE: Fiscal Officer  
DATE: 9/20/18

APPROVED AS TO FORM:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
VILLAGE OF SOUTH LEBANON, OHIO

By:   
Date: 9/20/18



## PROPOSAL FOR PROFESSIONAL SERVICES

To

Mr. Jerry Haddix  
Village Administrator  
Village of South Lebanon (CLIENT)  
99 North High Street  
South Lebanon, Ohio 45065

For

Village of South Lebanon  
Public Sanitary Sewer Project  
Zoar Road and River Corridor Area  
Village of South Lebanon, Ohio

MSP Project No. 06308.08 *12*

July 27, 2018

### 1. SCOPE OF SERVICES BY MCGILL SMITH PUNSHON (MSP):

Professional Services associated with the design of new public sanitary sewer.

#### Surveying Services:

- 1.1 Boundary and Topographic Survey for Design Phase:
  - 1.1.1 Record Research – Research the public records to obtain the deeds for the subject property, as well as the adjoining parcels. MSP will obtain available survey records, road records and other pertinent information as available. MSP's record research may not disclose easements, covenants and restrictions of record. MSP recommends that the client retain the services of a title abstractor, title insurance company or real estate attorney to search the chain of title for purposes of identifying easements and other encumbrances.

- 1.1.2 Field Reconnaissance – Field locate the existing monumentation (i.e. pins, stones, nails, etc.) and occupation lines (i.e. fence lines, hedge rows, tree line, etc.)
  - 1.1.3 Resolution – Resolve the location of the boundary, in areas as required for the project, by analysis of the field measured distances and angles versus the record (deed) dimensions and angles.
  - 1.1.4 Obtain field elevations throughout the designated area sufficient to confirm and enhance public lidar data and interpolate one (1) foot contours. Obtain location of buildings, structures, major trees and fences.
  - 1.1.5 Contact United Utilities Protection Service and/or The Underground Detective to mark underground utilities and furnish record drawings, if available.
  - 1.1.6 Obtain the location of existing visible utilities including fire hydrants, manholes, poles, valves, meters and others.
  - 1.1.7 Prepare a topographic survey plat depicting the results of the field survey. Format will be AutoCad Version 2013 as either .DWG or .DXF file.
  - 1.1.8 Utilities will be shown on the plat by combining the field locations with record information as obtained from the utility companies and/or others.
- 1.2 Easement Documents:
- 1.2.1 MSP will prepare required survey easement documents to facilitate easement acquisition and other agreements. MSP will prepare the required easement plats and legal descriptions suitable for recording and processing by the appropriate Village and County agencies.
- 1.3 Construction Layout and Record Drawings:
- 1.3.1 McGill Smith Punshon, Inc. will provide a field survey crew and our office will supply the calculations necessary to facilitate the layout of line and grade for the above referenced project.
  - 1.3.2 Upon completion of construction, MSP will field locate the new infrastructure improvements and provide record drawings to the Village.

**Project Administrative Services:**

- 1.4 Contract Administration and Regulatory Compliance:
  - 1.4.1 MSP will meet with Village Officials and other applicable stakeholders to review the anticipated contract requirements and project delivery method to identify compliance requirements and establish specific roles and responsibilities. During the planning and design phase MSP will review the selected contract forms to identify additional compliance requirements and develop and action plan for implementation.

- 1.4.2 During final design MSP will work with Village officials to develop the appropriate Specification Front Ends, bid documents, bid forms and General Conditions to the contract. MSP will also assist with preparation of the final contract for construction to include the identified compliance requirements.
- 1.4.3 MSP will prepare an agenda for the pre-bid meeting to include any required explanations to allow bidders to familiarize themselves with the bidding and procurement requirements. During bidding MSP will also be available to answer questions, as well as provide assistance in evaluating bids for conformance to contract requirements.
- 1.4.4 During construction MSP will evaluate contractor's pay requests for compliance and accuracy. At closeout MSP will assist the Village in obtaining from the contractors the appropriate paperwork specified in the contracts for construction.

**Design Services 16,700 linear feet of gravity and force main sanitary sewer, combined, and the design of one pump station. (Same services as above minus water specific services accept as follows)**

- 1.5 Engineering Scope of Services
  - 1.5.1 Provide concept drawings to the Ohio Environmental Protection Agency OEPA and the Ohio Department of Natural Resources ODNR.
  - 1.5.2 Provide concept drawings of the force main connection to the wastewater treatment plant to the City of Lebanon.
  - 1.5.3 Coordinate and meet with various agencies, in particular, OEPA, ODNR and the City of Lebanon.
  - 1.5.4 Distribute preliminary designs to utility companies and local authorities for comment on existing and proposed utility locations.
  - 1.5.5 Perform a wetland / stream reconnaissance and evaluation to determine if wetlands are present as well as other waters of the U.S. (streams). If streams or wetlands are identified on the site, field data will be obtained in order to apply a basic score and flag the portions that may require a permit. *The fee for a wetland / stream mitigation plan if required is unknown at this time.*
  - 1.5.6 Perform a subsurface investigation to determine the engineering characteristics of the foundation materials which will include a reconnaissance of the project site, drilling 34 soil borings performing standard penetration tests and obtaining samples of the soil retained in the split-spoon sampler in accordance with ASTM D 1586. The boring depths are planned to be 16 soil borings at 10 feet and 18 soil borings at 15 feet or

bedrock, whichever encountered first. Water level observations will be made during and upon completion of the boring operations. These readings will be noted on the boring logs.

- 1.5.7 Perform a laboratory investigation and prepare a report. A supplemental laboratory investigation will be conducted to ascertain additional pertinent engineering characteristics of the materials necessary in analyzing the behavior relating to the proposed improvements. The phases of the laboratory investigation will be conducted in accordance with applicable ASTM Specifications. The results of the field exploration and laboratory testing would be utilized in performing an engineering analysis in the formulation of the recommendations. The results of the foundation investigation, including the recommendations and substantiating data, will be presented in a written letter prepared by a registered professional engineer.
- 1.5.8 Prepare detailed plans including title sheet, plans, profiles, elevations, sections, and miscellaneous details for work required for the proposed improvements. The location of the necessary erosion and sedimentation control measures to be indicated on the plan sheets. Bid ready plans will include a professional engineer stamp and corresponding signature.
- 1.5.9 Contract Documents (plans, general notes, supplemental specifications to the Warren County standard specifications), to be in a form that may be approved by South Lebanon, the Ohio Environmental Protection Agency, Ohio Department of Transportation and other affected utilities, entities, and governmental agencies.
- 1.5.10 Prepare applications required for construction of the project, including both not limited to: Ohio EPA NPDES Notice of Intent, Ohio EPA Permit to Install, County, ODOT Right of Way Permit, Road Cut, and other permits required by local, city, State, or Federal authorities after design is finalized, *except for permits requiring a wetland / stream mitigation plan*
- 1.5.11 Distribute final designs to utility companies and local authorities for comment on existing and proposed utility locations.
- 1.5.12 Preparation of Engineer's estimate of quantities and cost.
- 1.5.13 Assistance with the preparation of instructions to bidders, bid forms, and assistance in the preparation of contract documents for construction.
- 1.5.14 Assistance in obtaining and analyzing bids and the award of contract.
- 1.5.15 Attendance at pre-construction conference.
- 1.5.16 Review of shop and other working drawings furnished by Contractor and render an opinion as to conformance to the construction documents.

- 1.5.17 Visit the site two to three times weekly for approximately two to three hours per visit at the appropriate times and observe the progress and render an opinion as to conformance of the work pursuant to the construction documents. Prepare a written report of each visit and disseminate to the Owner and General Contractor.
- 1.5.18 Maintain tabulation of progress and final estimates.
- 1.5.19 Issuance of certificates for progress and approval of final payments to contractors.
- 1.5.20 Revision of contract drawings to show significant changes introduced during progress of work.
- 1.5.21 Conduct a final observation of the site work and render an opinion as to conformance of the work pursuant to the construction documents. Provide a recommended punch list if applicable.

**2. COMPENSATION:**

- 2.1. The Basic Fee for the services as described in Section I. shall be as follows:

**Sewer Project:**

Surveying, Project Administration, Geotechnical, Environmental and Engineering Services as specified above: **\$238,300.00**

Allowance for Right-of Way Services (as required, under separate contract): **\$18,000.00**

Payment to MSP shall be in accordance with our current "Hourly Rate Schedule". The rates shown in that schedule apply for professional services to be provided under this Agreement.

- 2.2. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expense incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice.
- 2.3. All services requested by the Client in addition to those described in this agreement will be invoiced additionally and compensation for such work shall be paid on a Time & Material basis in accord with our current rate schedule.
- 2.4. In addition to the Basic Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, long distance telephone communications, printing, deliveries,

postage and permit fees in conjunction with the work in accord with our current rate schedule.

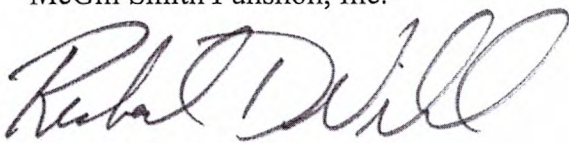
### 3. EXCLUSIONS

- 3.1. Exclusions from the scope of services include, but not limited to, the following:
  - 3.1.1. Camera Inspection of infrastructure.
  - 3.1.2. Design of watermain booster pumps.
  - 3.1.3. Full time construction observation, inspection, administration or management services.
  - 3.1.4. Any services related to stream or wetland, impacts, permitting or mitigation.
  - 3.1.5. Any permitting requiring involvement of the US Army Corps of Engineers.
  - 3.1.6. Plan review, application, inspection, and permit fees.
  - 3.1.7. NPDES inspections.
  - 3.1.8. Flood studies, CLOMR applications, LOMR applications or any other issues requiring FEMA approval or involvement.

Thank you for your selection of MSP for this project. Please let us know if you would like to meet and discuss this proposal in greater detail.

Respectfully submitted,

McGill Smith Punshon, Inc.



Richard D. Nichols, P.S.  
Vice President, Surveying  
06308083-CLI-SCP-Zoar Road sewer improvements