

AGREEMENT FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of April 6, 1981, between the Village of Hamersville, Ohio, hereinafter referred to as OWNER, and McGill & Smith, Inc., Engineers, Architects, and Planners, hereinafter referred to as ENGINEER. OWNER intends to make public improvements to an area designated by the H.U.D. Community Development Block Grant No. B-80-DN-39-0040.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION I - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2. ENGINEER shall provide OWNER with a base map which will be used by the ENGINEER for the Final Construction Drawings. OWNER shall pay for such service as outlined in Section 5.

1.2. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.2.1. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.2.2. Based on the information contained in the preliminary design documents, submit an opinion of probable Project Costs.

1.2.3. Furnish 10 copies of the above preliminary design plan and present and review them in person at a public hearing with the OWNER.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1. Make such field location surveys as may be necessary for final design.

1.3.2. On the basis of the accepted preliminary design documents and a revised opinion of probable Project cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.3.3. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.4. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.5. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.6. Furnish copies of the above documents and present and review them in person at a public hearing with the OWNER.

SECTION 8

In WITNESS WHEREOF, the parties have hereto set their hand  
this 6<sup>th</sup> day of 1981, at Hamersville, Ohio.

VILLAGE OF HAMERSVILLE, OHIO

Philip McConn  
Philip McConn,  
Village Solicitor

By: Duane C. Neu  
Duane C. Neu, Mayor

WITNESS:

Kay C. Elliott  
Kay C. Elliott, Village Clerk

McGILL & SMITH, INC.

By: Randall L. Smith  
Randall L. Smith,  
Vice President