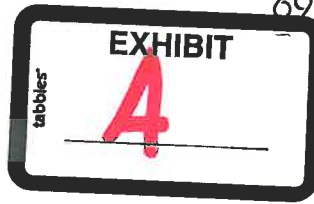


engineers
planners
architects
surveyors



6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
f.513.336.9365
mason@bayerbecker.com

PROFESSIONAL SERVICES AGREEMENT

This agreement between Bayer Becker Engineers (BBE) and the CLIENT identified herein provides for the professional services described herein of this agreement.

CLIENT: City of Mason, Engineering, Building and Planning Department
ADDRESS: 214 West Main Street
Mason, Ohio 45040
CONTACT PERSON: Allyn Kuennen
PROJECT TITLE: Tylersville Road Bike Path

SCOPE OF SERVICES TO BE PROVIDED BY BBE:

BBE shall prepare a preliminary plan and an engineers estimate of probable cost and final construction documents and an engineers estimate of probable cost for the above referenced project. The project limits shall extend from the intersection of State Route 42 to the west to the intersection of Snyder Road along the north side of Tylersville Road.

BBE shall prepare a base map of the project area showing topography, physical features such as pavement, curb, fencing, utilities, vegetation, etc. The base map shall also show the right of way for Tylersville Road, property lines and easement lines that we are apprised of.

We shall then prepare a preliminary plan of the bike path location based upon the base map information, discussions with city staff and using AASHTO criteria for the design. Upon review by city staff, we shall make revisions to the plan and prepare an engineers estimate of probable cost for the preliminary design.

Should this preliminary be approved by the city and we are authorized to proceed, BBE shall then prepare final construction documents for the bike path based on the preliminary plan.

Should there be right of way required to be acquired for the project, BBE shall prepare a dedication plat for recording purposes for the required right of way.

COMPENSATION TO BE PAID TO BBE FOR PROFESSIONAL SERVICES:

CLIENT shall be billed monthly using the percent of completion method for billing. Our fee shall be as follows:

- Preliminary Plan and base map \$7,800.00
- Construction Documents \$4,400.00
- Dedication Plat \$2,700.00
- Total \$14,900.00

TERMS AND CONDITIONS

Billing and Payment

CLIENT shall be billed monthly using the percentage of completion method. Payment is due within 30 days of date of invoice, with 1.5% interest per month added for overdue accounts. The client shall pay any expenses

M02prop/02W18 prop

700 Nilles Road
Fairfield, OH 45014

14 East Eighth Street
Covington, KY 41011

6900 Tylersville Road
Mason, OH 45040

777 Eads Pkwy., Suite C
Lawrenceburg, IN 47025

incurred by BBE for collection of fees. If CLIENT objects to all or any portion of any invoice, CLIENT shall notify BBE in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice shall be paid in full.

Out of Pocket Expenses

- Out of pocket expenses are not included in the fees above and shall be paid to BBE at cost plus 10%. Out of pocket expenses may include, but are not limited to, travel expenses, long distance phone calls, courier services, printing and reproduction costs, etc.
- The client shall pay all submittal fees.

Revision of Documents

BBE shall make revisions within the original project scope of services, as required by the approving agencies. These revisions are included in the fees noted herein. The CLIENT shall review the drawings to make comments based upon the BBE design. After approving BBE's documents, any subsequent revisions required by the CLIENT to the documents shall be billed separately in addition to the fees noted herein.

Cost Estimates

CLIENT hereby acknowledges that BBE cannot warrant that any cost estimates provided by BBE shall not vary from actual costs incurred by the CLIENT.

Client Provided Information

BBE assumes no financial or technical responsibility for source material or field services supplied by the CLIENT. Additional work or interruptions caused by faulty data supplied by the client shall be subject to additional fees being charged.

Please sign and date below indicating your approval, and return this original for our records.

APPROVED:

Bayer Becker Engineers	Client:
_____	_____
Signed:	Signed:
_____	_____
Print Name:	Print Name:
_____	_____
Title:	Title:
_____	_____
Dated:	Dated:
_____	_____