



We answer to you.

Corporate Headquarters: 3020 Columbla Avenue · Lancaster, PA 17603 · Phone (717) 394-3721 · Fax (717)394-1063  
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**PROFESSIONAL SERVICES AGREEMENT**

**Project No. 093312000**

THIS AGREEMENT entered into on this 17th day of July, 2012 by and between  
City of Hudson located at 46 Ravenna Street, Suite D-3, Hudson, Ohio, 44236

hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:

City of Hudson: Department of Community Development

located in: City of Hudson, Summit County, Ohio  
hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:

As outlined in attached proposal dated March 20, 2012, and REVISED on June 27, 2012.

B. Total Fee to be Paid to RETTEW:

As outlined in attached proposal dated March 20, 2012, and REVISED on June 27, 2012.


C. Schedule for the Services of RETTEW:

As outlined in attached proposal dated March 20, 2012, and REVISED on June 27, 2012.

D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY: \_\_\_\_\_  
(Client Signature)  
\_\_\_\_\_  
(Printed Name)

BY:   
(RETTEW Signature)  
Robbin L. Gregory, RLA, ASLA  
(Printed Name)

TITLE: \_\_\_\_\_

TITLE: Service Area Director

DATE: \_\_\_\_\_

DATE: July 17, 2012



We answer to you.

5143 Stoneham Rd Ste 100, North Canton, OH 44720 • Phone: (330) 818-9770  
E-mail: rettew@rettew.com • Web site: rettew.com

Engineers  
Planners  
Surveyors  
Landscape  
Architects  
Environmental  
Consultants

March 20, 2012  
**REVISED June 27, 2012**

Mr. Mark Richardson, AICP  
Acting Community Development Director  
City of Hudson  
46 Ravenna Street, Suite D-3  
Hudson, Ohio 44236

RE: Proposal for: City of Hudson  
Department of Community Development  
RETTEW Project No. 093312000

Dear Mr. Richardson:

Thank you for considering RETTEW to provide engineering consultation services to the City of Hudson (the City). Attached is our proposed 2012 and 2013 fees for residential house site plans, minor subdivisions, lot consolidations reviews, and our 2012 rate schedule for major subdivision reviews. These fees will go into effect on the first day of the following month in which the contract is executed. The scope of services to be provided is as follows:

## SCOPE OF SERVICES

### A. HOUSE SITE PLAN REVIEW – PHASE 611

RETTEW will:

1. Perform a field visit to each site for which a plan is submitted. The site plans will be reviewed for compliance with the Architectural and Historic Board of Review (AHBR), New Construction Site Plan Requirements and Sample Drawing.
2. Review comments, if any, and forward to the applicant's designer and copied to the City.
3. Review the revised drawings, if applicable. A resubmittal fee will not be requested if revisions are minor.
4. Approve (sign) the drawings when the drawings comply with the City's site plan requirements. A resubmittal fee will be requested for incomplete plans or plans revised by the applicant or designer after approval.

### B. MINOR SUBDIVISION AND LOT CONSOLIDATION REVIEW – PHASE 611

RETTEW will:

1. Review the content of the descriptions and survey plats for compliance with the City's Engineering Standards, Summit County Conveyance Standards and Ohio Administrative Code (OAC). The closure calculations, provided by the applicant's surveyor, will be reviewed for consistency with the drawing and descriptions and compliance with the OAC.



2. Forward a review memo to the applicant's surveyor and provide a copy to the City. The memo will state review comments, if any, or if the drawing and descriptions comply with the requirements. A resubmittal fee will be requested for incomplete submittals and each description that does not meet closure requirements specified in the OAC, or is inconsistent with the drawing or closure calculations.

**C. MAJOR SUBDIVISION REVIEW-PHASE 611**

RETTEW will:

1. Review preliminary plans for major subdivisions, four (4) lots or more. The review will consist of checking the content of the drawings for compliance with Appendix A of the City's Land Development Code (LDC) and reviewing the conceptual design of the proposed roadway, grading, utilities and storm water management for compliance with the LDC and the City's Engineering Standards (Engineering Standards).
2. Review final plans (construction drawings) for major subdivisions for compliance with the LDC, Engineering Standards and other applicable standards. The review will consist of checking the storm water management design calculations, roadway design, sanitary sewers, waterlines, service connections, grading, post-construction best management practices, easements and standard notes and details.
3. Review the final subdivision plat. The review will consist of checking the content of the drawing for compliance with the requirements specified by the City, Summit County and Ohio Administrative Code. Review will include checking easement widths and the closure and area of the overall development, rights-of-way and sublots.
4. Check the quantities, unit cost and total cost of the engineer's opinion of probable construction cost.
5. Review one (1) resubmittal of the revised drawings, calculations, plat and opinion of construction cost.
6. Coordinate with the City and applicant's consultants, as necessary.
7. Provide written review comments to the City and applicant's consultants.
8. Attend a maximum of three (3) meetings, as anticipated and as requested by the City.
9. Notify the City within two (2) business day if submittals are incomplete and cannot be reviewed.

**ANTICIPATED PROJECT SCHEDULE**

**A. HOUSE SITE PLAN REVIEW**

Plans submitted by the AHBR deadline will be reviewed two (2) weeks prior to the scheduled AHBR meeting. Resubmitted plans will be reviewed within five (5) business days.

**B. MINOR SUBDIVISION AND LOT CONSOLIDATION REVIEW**

Drawings and descriptions will be reviewed within seven (7) business days. Resubmitted drawings and descriptions will be reviewed within five (5) business days.

**C. MAJOR SUBDIVISION REVIEW**

Drawings, calculations and plats will be reviewed within three (3) weeks upon receipt of a complete submittal and authorization to proceed. Revised drawings and calculations for

developments approved by the Planning Commissions will be reviewed within two (2) weeks upon receipt of a complete revised submittal. A separate schedule will be negotiated for reviews in which the developments contain thirty (30) or more sublots, require infrastructure beyond the subdivision, multiple detention basins, pump stations, flood plain analysis or plans that are tabled or continued by the Planning Commission.

**COMPENSATION**

**SCOPE OF SERVICES, ITEMS A AND B:**

RETTEW proposes to provide the aforementioned professional services noted above in sections A and B for the Lump Sum fees stated below; the costs are itemized below for your convenience:

Task	2012-2013 Fee	2012-2013 Minimum Fee
<b>Residential House Site Plan</b>		
Standard fee	\$220	\$220
Resubmittal fee	\$100	
<b>Minor Subdivision (lot split)</b>		
Standard fee per resulting parcel less than 8 courses	\$110	\$110
Fee per resulting parcel with 8 or more courses	Negotiated Fee	
Resubmittal fee per parcel that does not close	\$50	\$50
<b>Lot Consolidation</b>		
Standard Fee per resulting parcel less than 8 courses (\$180 plus \$40/preceding parcel)	\$200	\$200
Review fee per resulting parcels with 8 or more courses	Negotiated Fee	
Resubmittal fee per parcel that does not close	\$50	\$50

**SCOPE OF SERVICES, ITEM C:**

RETTEW proposes to provide major subdivision review services for a “not to exceed” fee to be determined on a case-by-case basis when the plans are submitted. The City will be invoiced for labor and expenses as outlined in our 2012 rate schedule dated January 20, 2012 (see attached). The rate schedule will be updated at the beginning of each calendar year.

RETTEW anticipates the review fees to be approximately \$6,800.00, plus \$100.00 per lot. The aforesaid approximate fee is intended for informational purposes and will vary for each major subdivision. Review fees may be higher for major subdivisions that require two (2) or more detention basins, extension of

public infrastructure beyond the subdivision, pump stations, more than two (2) submittals, or are tabled or continued by the Planning Commission. A separate scope of services, fee and schedule will be provided for developments with improvements in flood areas or within the Mudbrook Watershed or other city watersheds with existing computer models.

## **ASSUMPTIONS AND RESTRICTIONS**

The following assumptions and restrictions have been made in the preparation of the above scopes and related fees:

1. Submitted drawings, calculations and other information to be reviewed are completed and prepared with professional skill and care ordinarily exercised by engineers, surveyors, architects and other professionals.
2. The designers will attempt to satisfactorily address review comments by revising the drawings and calculations or providing a written response.
3. The conceptual design and layout of the proposed improvements does not change throughout the review process.
4. Three (3) meetings or less, located at the City, are required throughout the course of the project.

## **ADDITIONAL SERVICES**

Services not included in the scope and fee described herein may be provided by RETTEW upon your request. We will perform these services as an addendum to the Professional Services Agreement or mutually acceptable substitute agreement, should they prove to be necessary. Proper written authorization must be given prior to initiating any additional services. The following additional services are not included in this proposal but can be provided for an additional fee:

1. Review of traffic items such as calculating peak traffic volumes, reviewing signalized improvements or maintenance of traffic plans.
2. Review of landscape plans and storm water pollution prevention plans.
3. Flood plain analysis or other hydraulic calculations except for storm sewers, culverts and detention basins.
4. Review of wetland permits, mitigation plans or other items required by agencies other than the City's Engineering Department and Department of Community Development.
5. Review of items not pertaining to public infrastructure such as minimum lot frontages, setbacks, density and other zoning requirements.

## **BILLING SCHEDULE**

RETTEW will invoice you at the end of each four (4) week billing period for work actually performed during this period. Invoices are payable within thirty (30) days per the terms of the enclosed Professional Services Agreement.

## **PAYMENT SCHEDULE**

Payment is due upon presentation of invoice and is past due sixty (60) calendar days from the invoice date. Unpaid invoices in excess of sixty (60) calendar days will be cause to discontinue services until all

outstanding invoices are paid. Work stoppages will impact the project schedule and may result in missed deadlines and/or increased project fees including remobilization. The City of Hudson agrees to reimburse RETTEW for any special business or personal taxes imposed at the local, county or state level as a result of providing professional services by RETTEW to the City of Hudson under this agreement.

If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and returning a copy to our office in the self-addressed stamped envelope provided. This document will then constitute our completed agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, all terms and conditions of this agreement will be considered to be in full force, as if this agreement were executed, until such time as this agreement or a mutually acceptable substitute agreement is executed. If a mutually acceptable substitute agreement is executed, all terms and conditions contained within this agreement shall apply to the substitute agreement, unless specifically and mutually excluded by the substitute agreement.

Thank you for your interest in RETTEW. I have enjoyed working with the City of Hudson throughout my career and hope to continue working with you. If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please do not hesitate to call our office.

Sincerely,



Charles A. Hauber PE, PS  
Project Manager



Robbin L. Gregory, RLA, ASLA  
Service Area Director

Enclosure

copy: Project Administration

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# 2012 Rate Schedule

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**I. Compensation for personnel shall be in accordance with the following average hourly rates:**

<u>Position</u>	<u>Average Hourly Rate</u>
CEO, President, Vice President, Director .....	\$ 177.00
Senior Professional 2, Chief Engineer, Client Account Manager, Group Manager, Project Manager 3, Regional Manager, Senior Project Manager .....	\$ 139.00
Senior Professional 1, Funding Coordinator, Project Manager 2, Watershed Specialist...	\$ 114.00
Professional 3, Project Manager 1, Senior Resident Project Representative .....	\$ 101.00
Historical Resource Specialist, Project Surveyor 2, Resident Project Representative 3, Senior Designer, Senior Party Chief .....	\$ 82.00
Professional 2, CADD Manager, Designer, GPS Specialist, Party Chief, Project Surveyor 1, Resident Project Representative 2/1, Technician 4, Zoning/Code Enforcement Officer ....	\$ 76.00
Professional 1, Health & Safety Coordinator, Jr. Party Chief, Project Technician, Technician 3.....	\$ 65.00
Assistant Professional, Administrative Assistant, CADD Operator, Field Technician, Technician 2.....	\$ 58.00
Assistant CADD Operator, Survey Technician, Survey Technician (CADD) .....	\$ 47.00
Front Desk Administrative Assistant .....	\$ 47.00

**II. Compensation for expenses and other charges shall be as follows:**

Mileage .....	Current federally allowable rate
Photocopies .....	\$.18/each
Prints .....	\$.38/sq. ft.
Postage, certified mail, overnight mail (FedEx, etc.), miscellaneous travel expenses (parking, tolls, etc.), field supplies, title searches, subconsultants/subcontractors, testing, filing/application fees.....	Cost + 15%

**III. Invoices will be rendered monthly and are payable upon receipt.**

**IV. Charges are subject to revision.**