

September 20, 2011

Sand Beach Conservancy District
c/o Laura Shank

Re: Pump Station Replacement Project

Dear Ms. Shank:

We are pleased to present the following proposal for Professional Engineering and Surveying Services for the Pump Station Replacement Project.

PROJECT

The proposed project includes the removal of the existing pump, pump vault, and controls and installation of a new pump with new controls and new precast concrete vault. The pumps will be powered by the existing 480 volt electrical service. Also, the existing 20-inch inlet and outlet pipes are to be left in place and upgraded by putting sleeves inside them. The new pump station will be similar to the sketch on Attachment No. 1.

SCOPE OF SERVICES

BEC Associates proposes to perform the following services relative to this project:

1. Perform a location survey at the project site to obtain information required for the preparation of the project plans.
2. Prepare detailed construction plans and specifications.

This proposal does not include service during the bidding or construction phases of the project.

SCHEDULE

Due to unknown factors beyond the control of BEC Associates, such as weather, it is difficult to pinpoint a completion date. However, we believe we can have final plans ready for submittal to the Sand Beach Conservancy District within 3 weeks of a notice to proceed.

COMPENSATION

BEC Associates will provide the above scope of services at a fixed fee of \$2820. This fee does not include any permit or application fees.

Should additional work be required outside of the scope of services noted above, said additional work would be mutually agreed upon prior to commencing and billed hourly per our 2011 Hourly Rate Schedule, copy attached.

All services would be invoiced monthly for work completed the prior month and would be due and payable within 30 days. Any invoice not paid within 30 days will be charged a monthly service charge of 1% (12% A.P.R.) on the unpaid balance.

Employee Owned and Operated

BEC

ASSOCIATES

Professional Engineering and Surveying Consultants

6622 West Harbor Road
Port Clinton, Ohio 43452
Office (419) 898-9200
Fax (419) 898-2259

We appreciate the opportunity to provide this proposal and look forward to working with you. If you agree to the terms, please sign and return one copy, which will serve as our agreement and authorization to proceed with the work and keep one copy for your records. Addendum I and Addendum II are part of this agreement.

Sincerely,
BEC Associates



Milton R. Pommeranz, P.E.
President

CLIENT ACCEPTANCE AND AUTHORIZATION TO PROCEED

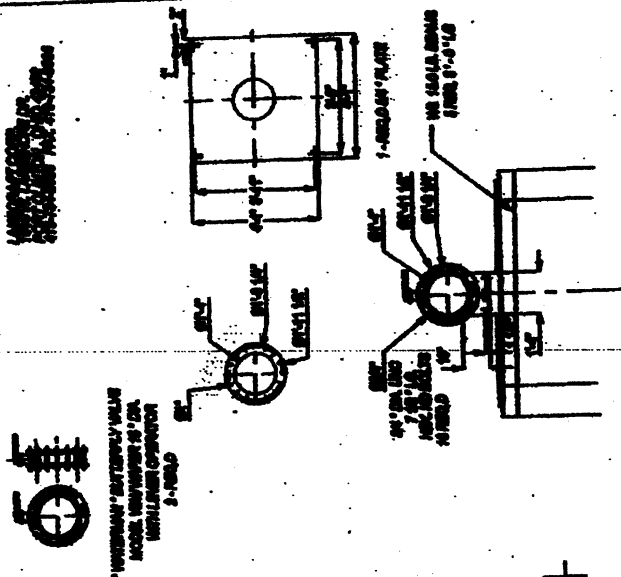
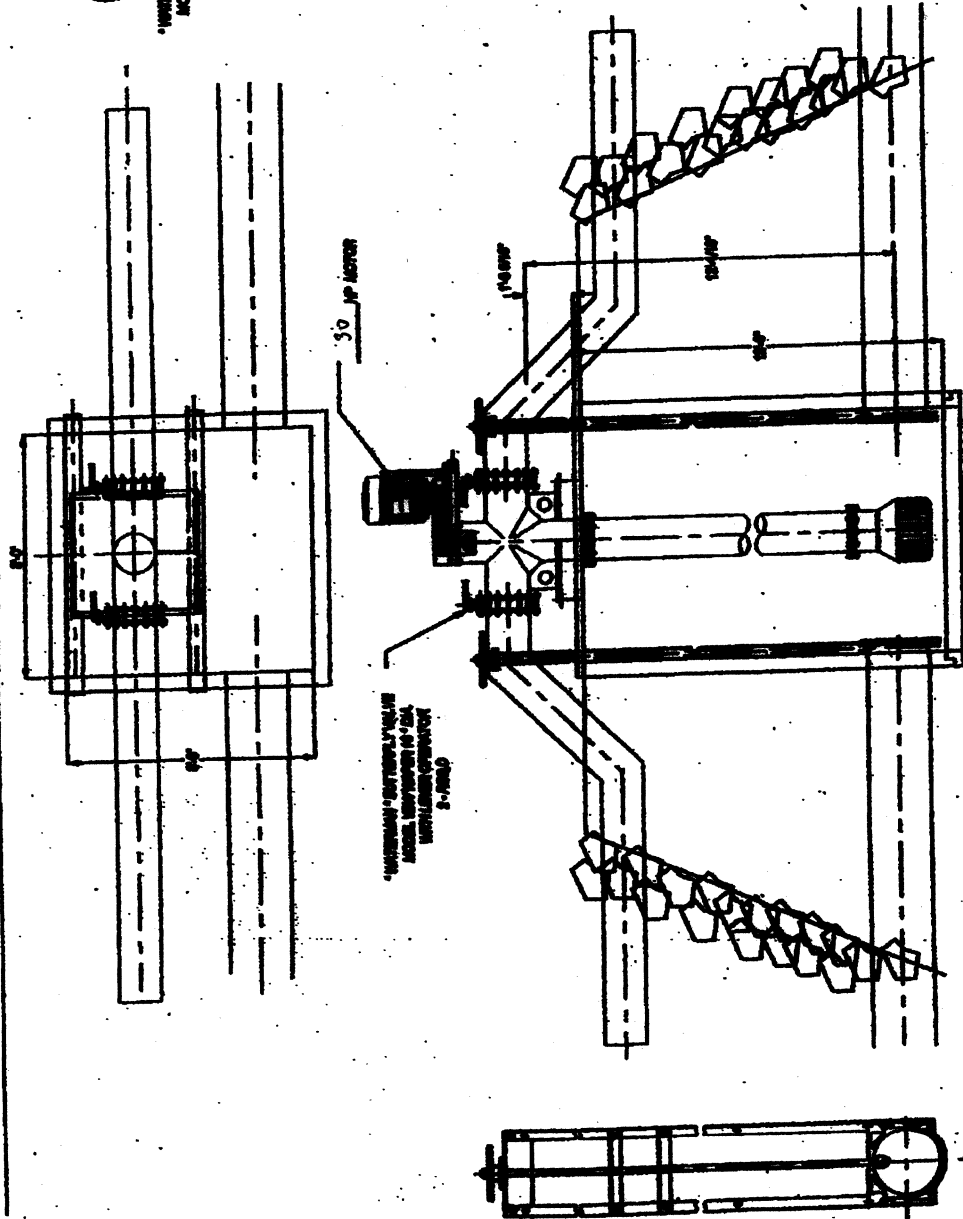
By: _____
For Sand Beach Conservancy District

Date: _____

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Employee Owned and Operated

ATTACHMENT #1



OK
10:00
7-22-03

[illegible]

ADDENDUM I - TERMS AND CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses invoiced with a mark-up of no greater than 1.10%.

Billing/payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received with 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degrees of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing topographic features or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due notification, or (2) the Design Professional has not reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees to indemnify the Client for damages arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the amount of the Design Professional's fee.

Termination of Service

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DESIGN PROFESSIONAL and its subconsultants harmless from any and all claims and/or damage arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

**2011 RATE SCHEDULE ADDENDUM II**

(Effective January 1, 2011)

Survey Crew (2 Person)	\$130.00/hour
Survey Crew (3 Person)	\$170.00/hour
Survey Crew (4 Person)	\$195.00/hour
Principal	\$100.00/hour
Associate	\$ 92.00/hour
Senior Engineer/Surveyor	\$ 75.00/hour
Surveyor/Engineer	\$ 68.00/hour
Technician/CAD Designer	\$ 60.00/hour
Junior Tech/CAD Designer	\$ 52.00/hour
Construction Inspector	\$ 58.00/hour
Typist/Clerical	\$ 40.00/hour