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## DESIGN SERVICES PROPOSAL

Date: October 26, 2010  
To: Alan Little and Troy Euton  
From: Tony Slanec  
Re: Big Walnut Trail, Section 1 and 2 (Construction Documents)

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Thank you for this opportunity to provide professional engineering services for the above referenced project. We have prepared the following project understanding and scope of services to be provided by Orchard, Hiltz, and McCliment, Inc. (Bird Houk, A Division of OHM) based on our discussions.

### Assumptions:

- All Engineering work to be completed by a Professional Engineer
- All survey work will be provided by others.
- The pathway alignments illustrated in the master plan package provided by the City of Gahanna to Bird Houk, A Division of OHM is an approved alignment from which construction documents will be generated.
- The City's preference of no 'over trail drainage' will be accommodated through the use of culvert pipes or other engineered systems (not including bridge structures).
- Bridge structure design or pre-fabricated bridge structure design is not included in this agreement, if the City of Gahanna would like to pursue this application the time needed to document such structures will be billed as an additional service per our attached rate schedule.
- Trail will be designed to be ADA compliant
- The ball field light shall be relocated to provide path clearance
- State of Ohio prevailing wage rates apply
- Geotechnical work will be contracted separately and is the responsibility of the City of Gahanna
- Bird Houk will assist the City of Gahanna in Bidding and contract award
- Construction administration/observation/inspection will be the responsibility of the City of Gahanna
- An Environmental Overview will be provided by Bird Houk, A Division of OHM
- Army Corp. permits will be obtained by Bird Houk, (if needed)
- Drainage Data to be provided by the City of Gahanna



## **SCOPE OF SERVICES:**

### **Task 1: Project Kick-off / Data Transfer / Schedule**

- A Project kick-off meeting will be scheduled to discuss project schedule and final coordination items prior to the commencement of engineering work.
- Bird Houk, A Division of OHM (BH-OHM) will assemble and review information provided by the City of Gahanna.

### **Task 2: Construction Document Services**

The Construction Documents shall illustrate and describe the further development of the approved Big Walnut Trail Preliminary Concept Plan and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work as set forth by the terms of this Agreement.

Construction Documents will consist of plans, details and specifications to describe the size and character of the various project elements. These drawings will set forth in detail the requirements for the trail alignment, pavement profiles, bank stabilization, erosion control, culvert repair/replacement, seeding/mulching, grading, standard signage, and fencing.

The Engineer will prepare final site layout and materials plans for the project.

The Engineer will prepare final site details required for construction of site elements.

The Engineer will prepare complete, written technical specifications for those materials and systems documented in the plans.

The anticipated deliverables for Big Walnut Trail (Sections 1 and 2) construction documents are as follows:

- Title Sheet, Estimated Quantities, and Details
- Overall Bike Path Plan (Sections 1 and 2)
- Bike Path Plan and Profiles
- Cross Sections
- Baseball Field light relocation Plan and Specifications
- Culvert Bridge Plan and Details
- Erosion and Sedimentation Control Plan
- Clearing and Grubbing Plan

The Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, including permitting.



#### **FEES AND EXPENSES:**

We propose to complete the above scope of services for the fees below plus direct project expenses for printing, mileage, courier, photos, etc.

Construction Document Phase:	Lump Sum: \$19,250
Construction Services Phase:	Hourly: (billed as needed as an additional service per the attached rate schedule)

<b>Fee:</b>	<b>\$19,250</b>
<b><u>Reimbursable expenses, (printing, mileage, etc.)</u></b>	<b><u>\$ 500</u></b>
<b>Total Fee:</b>	<b>\$19,750</b>

#### **Additional Services:**

If services beyond this scope are required we can perform these on an hourly basis in addition to the fee or at a negotiated sum at your request.

Again, thank you for the opportunity to propose.

Feel free to call with any questions.

Sincerely,

Tony Slanec, Principal  
Bird Houk, A Division of OHM  
600 Creekside Plaza  
Gahanna, Ohio 43230

## STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Bird Houk & Associates, dba Bird Houk, a wholly owned subsidiary of Orchard, Hiltz & McCliment, Inc. (BH), and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between BH and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – BH will perform the services as set forth in the attached Proposal or Scope of Services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to BH:

- a) Provide BH personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to BH within a reasonable time frame, any and all data and information in the Owners possession as may be required by BH to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. SATISFACTION WITH SERVICES – Payment of services will be taken to mean that the Client is satisfied with our services to date of payment and is not aware of any deficiencies in those services. BH will take all measures to insure that our services performed are consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

5. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. BH shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond BH's reasonable control.

6. COMPENSATION – The Owner shall pay BH for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee unless specified otherwise in Scope of Services. The Owner shall pay BH for reimbursable expenses in connection with the project which include, but are not limited to: sub consultant services, equipment rental, travel, printing and reproduction and courier services at cost plus 15%. If any permit or review fees are required during the course of project development, these fees will be paid directly by the Client unless separate arrangements have been made with BH. If BH will be securing the documents, the cost plus 15% will be invoiced to the Client.

7. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to BH shall include a charge at the rate of one percent per month from said thirtieth day. If payment has not been received within ninety (90) days after invoice date, we reserve the right to stop work on the project and retain all documents. In the even of non payment of fees and expenses due under this Agreement, the Client agrees to pay all customary and reasonable attorney fees, collectors' fees, court costs and interest incurred until time of payment.

8. DISPUTED INVOICE – If the Client objects to any portion of an invoice, the Client shall notify BH in writing within fifteen (15) days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay the portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. All efforts shall be used to resolve the disputed amounts in an equitable and fair manner.

9. LIMIT OF LIABILITY – The Client understands that all planning studies, zoning documents, conceptual or schematic design studies and contract document progress prints are not to be used for construction. In as much, the Client agrees to indemnify and hold harmless BH, the design professional, due to the consultant professional negligent acts, errors or omissions, against any and all claims, damages, awards and cost of defense which may arise out of the use of these documents for construction. BH shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of BH and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of BH or BH's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or BH's fee, whichever is greater.

10. INSURANCE LIABILITY – BH shall carry and maintain General Liability Insurance of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate. BH shall carry and maintain Professionals Liability Insurance of at least \$2,000,000 each claim and \$2,000,000 aggregate. BH will carry Worker's Compensation Insurance as required by law.

11. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

12. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

13. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.

14. DOCUMENTS OF SERVICE – The Owner acknowledges BH's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due BH, however, BH shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by BH. In accepting and utilizing any drawings or other data on any electronic media provided by BH, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to BH and will be corrected as part of BH's basic Scope of Services.

15. ELECTRONIC DATA – Electronic data transferred to the Client shall be used solely for the purpose of the coordination and expediting of work, for the current project and for no other purpose. Except for the preceding purpose, no alterations shall be made whatsoever to said electronic data without written consent and at the direction of BH. BH makes no warranty either expressed or implied, as to the quality or content of information contained in said electronic data. Further, said electronic data shall not be assigned to any other party. BH cannot be guaranteed electronic data to be secure or error-free as

information could be intercepted, corrupted, lost, destroyed, incomplete or contain viruses. The Client agrees that all electronic files are an instrument of services rendered by BH. By accepting electronic data, the Client acknowledges these risks and agrees to waive any and all claim.

16. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay BH for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

17. BH'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay BH the amount shown on any invoice within 60 days of the date of the invoice, BH may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received. BH shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full from the Client or settlement of the breach in Agreement to the satisfaction of BH, we shall resume services under this Agreement. The time schedule compensation shall be reviewed and adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for BH to resume performance.

18. OPINIONS OF PROBABLE COST – BH's preparation of Opinions of Probable Cost represent BH's best judgment as a design professional familiar with the industry. The Owner must recognize that BH has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. BH makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

19. JOB SITE SAFETY – Neither the professional activities of BH, nor the presence of BH or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for

performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. BH has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that BH shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

20. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and BH agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

21. PROPRIETARY INFORMATION – The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by BH pertaining to this Project or this Agreement shall be considered confidential and proprietary. This information shall not be released or otherwise made available to any third party without the express written consent of BH.

22. CONFIDENTIALITY – BH shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent BH from establishing a claim or defense in an adjudicatory proceeding. BH shall require sub consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

23. CHANGED CONDITIONS – If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to BH are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this

Agreement, BH may call for re-negotiation of appropriate portions of this Agreement. BH shall notify the Client of the changed conditions necessitating re-negotiation. BH and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to,

the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

ACCEPTED  
BIRD HOUK, A DIVISION OF OHM

ACCEPTED



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A DIVISION OF OHM

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## 2010 Hourly Rate Schedule

HOURLY RATE SCHEDULE Work performed on an hourly basis will be billed out per the following rate schedule:

### Architecture & Planning Services

Managing Principal:	\$ 180.00
Senior Principal:	\$ 175.00
Principal:	\$ 150.00
Senior Architect/Landscape Architect:	\$ 120.00
Senior Planner:	\$ 110.00
Project Manager:	\$ 100.00
Professional Architect/Landscape Architect:	\$ 90.00
Graduate Architect/Landscape Architect II:	\$ 80.00
Graduate Architect/Landscape Architect I:	\$ 65.00
Economic Analyst:	\$ 75.00
Graphic Designer/Marketing/Illustrator:	\$ 90.00
Public Program Specialist:	\$ 80.00
Administration:	\$ 50.00
Intern:	\$ 50.00

### Engineering Services

Graduate Engineer I:	\$ 90.00
Graduate Engineer II:	\$ 95.00
Graduate Engineer III:	\$ 105.00
Professional Engineer I:	\$ 100.00
Professional Engineer II:	\$ 110.00
Professional Engineer III:	\$ 116.00
Professional Engineer IV:	\$ 140.00
Technician I:	\$ 62.00
Technician II:	\$ 78.00
Technician III:	\$ 92.00
Technician IV:	\$ 102.00
Engineering Aide:	\$ 47.00
Professional Surveyor:	\$ 112.00
Graduate Surveyor:	\$ 90.00
Surveyor III:	\$ 88.00
Surveyor II:	\$ 85.00
Surveyor I:	\$ 67.00
Surveyor Aide:	\$ 47.00
GIS Analyst III:	\$ 128.00
GIS Analyst II:	\$ 106.00
GIS Analyst I:	\$ 89.00
DB/AD Developer:	\$ 165.00
IT Technician III:	\$ 158.00
IT Technician II:	\$ 130.00
IT Technician I:	\$ 85.00
Administrative Support:	\$ 50.00
Clerical Aide:	\$ 42.00
Principal in Charge:	\$ 180.00
Principal:	\$ 155.00
Department Director:	\$ 145.00