

April 13, 2012

Anthony Jones
The City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

Re: **Hamilton Road Corridor Plan**

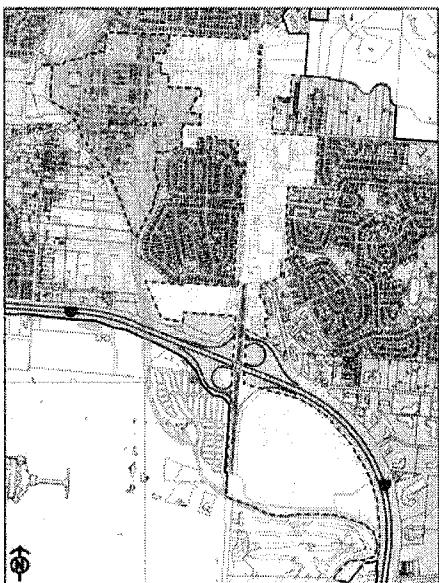
Dear Mr. Jones,

Bird Houk, A Division of OHM is pleased to submit this proposal for preparing the Hamilton Road Corridor Plan. We believe that planning is critical in the long term success of this corridor. The Hamilton Road Corridor Plan will be responding to current development pressures and the need to address each corridor segment through both a 'framework approach and a strategic approach'. This allows the City of Gahanna to develop policy and public improvement initiatives that will facilitate the development and the redevelopment of lands within each defined area. We truly believe that this is a key tool for the coordination and actions of all parties in the area. The Hamilton Road Corridor Plan will provide guidance to land owner and developers by helping to coordinate all future improvements and policy initiatives as well as paint a picture of what is desired from a development and urban design standpoint.

The following are proposed core services that we believe are necessary to achieve a successful Hamilton Road Corridor Plan for Gahanna. This outline includes a brief description of the work that would take place within each of the tasks. We have attempted to be as specific and detailed as possible; however, this process serves as a guideline based on our current understanding of the project. At the onset of the project, one of our first tasks would be to meet with the planning staff and adjust this process to best fit Gahanna's needs. Please review the project overview and scope of work below, once reviewed we would like to set up a meeting to 'walk-through' the proposal and answer any questions.

Project Overview and Scope of Work

The project limits will be defined by Clark State to the North, and the corporate boundary to the south. The map below indicates (in green) the project parameters for the Hamilton Road Corridor Plan.



The outcome of this planning process will be a unified corridor plan, implementation strategy and vision for the Hamilton Road corridor. The preferred plan created (with help from the Gahanna Department of Development) will include a land use plan and urban design recommendations.

The planning process for this study will be accomplished through heavy participation of a Stakeholder Committee, the public, elected officials and city staff. It is anticipated that the project will be led by the Stakeholder Committee who will function as the steering committee for the project, giving input and serving as the major decision-making body for the process.

The project process and work program is outlined below:



Work Program

STEP 1: FRAMEWORK & ANALYSIS

1.0 *Project Team Kick-off Meeting (1 meeting)*

The project will begin with a kick-off meeting with the project team and city staff to introduce the participants, review the study process, scope and schedule, and initiate a discussion of city objectives and expectations.

Deliverables:

*Revised scope, schedule, goals
(1) Meeting*

Timeline: Week 1

1.1 *Data Review & Existing Conditions (update)*

Working from existing digital files, and information provided by the City of Gahanna, as well as aerial and orthographic site photography, BH-OHM will update base mapping of the study area and update graphic displays revealing existing conditions such as multi-modal condition and character, streetscape conditions and character, land use and ownership, recent development activity and proposed projects.

Deliverables:

*Base mapping (update)
Existing development conditions (streetscape conditions, development patterns) (update)*

Timeline: Week 1-2

1.2 *Conditions Analysis (update)*

Preliminary land use analysis will be conducted with the aid of City Staff, based on existing conditions. BH-OHM will prepare information illustrating the opportunities and constraints of the area from an urban design standpoint. This will include preliminary analysis of existing buildings, development sites, streetscape, and public space as they relate to the current code regulations.

Deliverables:

Preliminary urban design analysis (update)

Timeline: Week 2

1.3 *Stakeholder Committee Meeting #1 (1 meeting)*

The Stakeholder Committee will meet for a half a day planning summit that will include a two part planning approach:

Part one, will begin with BH-OHM presenting the process and schedule as well as the study goals and objectives as reviewed by city staff for discussion with the Stakeholder Committee. BH-OHM will then facilitate a discussion of existing conditions and analysis findings described in Steps 1.1 and 1.2. Next, BH-OHM team will conduct a design charrette with the committee. The stakeholders will break into groups and each will develop a preferred land use alternative based on the study goals and objectives.

Part two, will include an 'urban design audit' session with the Stakeholder Committee to establish the direction for the Corridor Plan. The audit entails a workshop whereby the group will discuss and provide recommendation to urban design elements found within the corridor such as: land use, architecture style/detailing, site design, signage, landscaping, streetscaping, public space, and lighting.

Deliverables:



*Existing development conditions (presentation materials)
Stakeholder Committee visioning session summary
Land Use alternative plans
Summary memorandum of Stakeholder input
(1) Meeting*

Timeline: Week 3

STEP 2: DEVELOPING THE PLAN

2.0 Project Team Meeting (1 meeting)

BH-OHM and city staff will meet to review Stakeholder Committee input from Step 1. This will include alternative land use plans developed by the groups during the charrette, as well as, comments on land use, architecture, site design, public space, lighting, landscaping, streetscaping, and signage for the Corridor Plan. BH-OHM will work in conjunction with the City staff to consolidate the alternative land use plans based on the current and desired city policies and the direction the Stakeholder Committee would like to see the corridor develop.

Deliverables:

(1) Meeting and meeting summary

Timeline: Week 3

2.1 Conceptual Plan – Land Use & Urban Design

BH-OHM will produce the final comprehensive land use plan for the area, indicating alternative development scenarios. Initial recommendation strategies for potential zoning and regulatory changes related to the feedback of the Stakeholder Committee will be outlined. Overall planning guidelines and principles consistent with Stakeholder Committee comments will be outlined. Based on the Stakeholder Committee meeting, BH-OHM will build a development matrix that incorporate the urban design elements and land-use classification that the group discussed during the urban design audit. Conceptual land-use classification options will be presented to illustrate the agreed upon 'direction' of potential code modifications, density levels, and infrastructure improvements.

Deliverables:

*Land Use Plan
Initial recommendation strategies for potential zoning and regulatory changes
Overall planning guidelines and principles
Development Matrix*

Timeline: Week 4-5

2.2 Public Review Open House (1 meeting)

BH-OHM will conduct a community-wide public meeting in an open house format to present the plan alternatives. Public comments will be recorded and taken into consideration during the revisions toward a preferred plan. (It will be the city's responsibility to advertise the public open house meetings and provide a venue). After the open house, BH-OHM and city staff will meet to review what was heard from the public. If what we hear from the community is inconsistent with the direction we are heading, both BH-OHM and city staff will go back to the stakeholder committee to re-evaluate the plans direction before going to Planning Commission. If needed, an update of materials will be completed prior to going to Planning Commission.

Deliverables:



*Display materials for Public Open House
Summary of public comments
(1) Meeting*

Timeline: Week 6

2.3 Planning Commission Review (1 meeting)

BH-OHM will present the plan alternatives to the Planning Commission for review and input. Comments received will be taken into consideration and revisions made as applicable.

Deliverables:

*Display materials for plan presentation
Summary of Planning Commission comments
(1) Meeting*

Timeline: Week 7

STEP 3: DEVELOPING THE FINAL DRAFT PLAN

3.0 Project Team Meeting (1 meeting)

BH-OHM and city staff will meet to review Stakeholder Committee, public and Planning Commission input from Step 2 and to guide the direction of the preferred corridor plan recommendations.

Deliverables:

(1) Meeting and meeting summary

Timeline: Week 8

3.1 Preferred Plan – Land Use & Urban Design

BH-OHM will produce a preferred land use and urban design recommendations. The plan will include recommended land uses along Hamilton Road Corridor. In addition, recommendations regarding urban design elements: architecture style/detailing, site design, streetscape, landscape, lighting, public space and signage will be included.

Deliverables:

*Preferred land use plan
Urban design recommendations*

Timeline: Week 8-9

3.2 Implementation Strategies

BH-OHM will work with City of Gahanna staff to define strategies and a work plan to implement the preferred land use and urban design recommendations. These will include zoning and regulatory changes needed to accomplish the goals of the Hamilton Road Corridor Plan.

Deliverables:

Implementation strategies text

Timeline: Week 10



Schedule

Bird Houk, A Division of OHM expects to complete this project within 3 months from authorization to proceed (not including the approval process). This assumes the meeting schedule as described above. Meeting postponement, project tabling at public meeting(s), additional meeting requests, or heavy revision requests could lengthen this project timeline.

Proposed Planning Process Fee:

Step 1: Framework and Analysis
Step 2: Developing Alternative Plans
Step 3: Developing the Final Plan

Fee:

Step 1 thru Step 3: \$ 9,700

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 Orchard, Hiltz & McCliment, Inc., dba Bird Houk, a division of OHM, (BH), and the Owner (City of Gahanna). 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, dated April 13, 2012, 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 Owner's 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 Owner 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 Owner unless separate arrangements have been made with BH. If BH will be securing the documents, the cost plus 15% will be invoiced to the Owner.
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 sixty (60) days after invoice date, BH reserves the right to stop work on the project and retain all documents. In the event of non payment of fees and expenses due under this Agreement, the Owner 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 Owner objects to any portion of an invoice, the Owner shall notify BH in writing within fifteen (15) days of receipt of the invoice. The Owner 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 Owner 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 Owner 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 notwithstanding 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 \$250,000 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 Professional 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 Owner 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 Owner agrees that all electronic files are an instrument of services rendered by BH. By accepting electronic data, the Owner 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 Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner. Upon payment in full from the Owner or settlement of the breach in Agreement to the satisfaction of BH, we shall resume services under this Agreement. The time schedule and 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 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 Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the Contractor. The Owner also agrees that BH shall be indemnified and shall be made additional insured under the 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 Owner 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 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 Owner of the changed conditions necessitating re-negotiation. BH and the Owner 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

James M. Houk, ASLA, AICP
Managing Principal
Bird Houk, A division of OHM
600 Creekside Plaza
Gahanna, Ohio 43230

City of Gahanna