



AMERICAN  
**STRUCTUREPOINT**  
INC.

November 8, 2010

Karl C. Wetherholt, PE  
City Engineer, City of Gahanna  
Engineering Department  
200 South Hamilton Road  
Gahanna, OH 43230

Re: Bike Trail adjacent to Big Walnut Creek under I-270

Dear Mr. Wetherholt:

American Structurepoint, Inc. is pleased to provide the following proposal for the above referenced project.

**PROJECT SCOPE**

American Structurepoint will perform an engineering study to determine the feasibility of constructing a bike trail adjacent to Big Walnut Creek under I-270 (structure number FRA-270-3694 L&R). As part of this study, we will develop conceptual alignments, the need for additional Right-of-Way or retaining walls, and conceptual opinions of probable construction costs.

Our Scope of Services includes the following:

1. Coordinate with the City of Gahanna for information regarding existing and future bike trails.
2. Coordinate with ODOT in conjunction with the preparation of the reconstruction plans for I-270 (FRA-270-3694 L&R).
3. Develop conceptual horizontal and vertical alignments within the L/A under I-270. Part one of the trail consists of two alternatives. One alternative is located along the east side of the creek. This alternative will require a retaining wall due to the existing ground contours. The second alternative is to be located on the west side of the creek. This alternative may not require a wall, but will require a new structure to cross the trail from one side of the creek to the other. The second part of the trail study consists of investigating the feasibility of locating the trail inside of the existing Right-of-Way along the south side of I-270 (and the southbound exit ramp for Hamilton Road) between Big Walnut Creek and Hamilton Road. This study area is located within Section 8 of the Big Walnut Trail master plan.
4. We will utilize the aerial mapping that is being prepared for the FRA-270-36.94 project. ODOT has agreed to allow the City of Gahanna to use this aerial mapping for the study,

**EXHIBIT A**



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5. but claims no responsibility for the accuracy of the mapping. If additional topographic information is required, we will utilize the Franklin County GIS mapping. The horizontal and vertical alignments will meet the current design standards for bicycle facilities as per the *Revisions of the AASHTO Guide for the Development of Bicycle Facilities*.
6. Prepare conceptual opinion of probable construction cost for each alternative investigated.
7. Prepare a brief letter type report, which will include the findings of our investigations.

The results of this study prepared by American Structurepoint are not construction documents, but merely a conceptual review of the project area for the feasibility of constructing a bike trail to enhance the connectivity within the community.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the City of Gahanna.

### PROJECT DELIVERABLES

American Structurepoint will prepare a letter type report depicting the findings of our investigations. The report will include:

1. Plan and profile views of the conceptual alternatives investigated.
2. Typical Sections under the bridge for each alternative.
3. Conceptual opinion of probable construction costs for each alternative.
4. Comparison of alternatives and recommendations.

The services and deliverables described above are to be completed in conjunction with the conceptual studies that American Structurepoint is developing for the reconstruction of I-270 (FRA-270-36.94). We will complete the report by February 28, 2011.

### COMPENSATION

Compensation for services rendered will be lump sum fee and invoiced monthly on a percent-complete basis. Full payment of invoices is due within 30 days from invoice date. The fees for each task of this study are as follows:

Task	Hours	Fee
Coordination and Meetings	10	\$1,414
Alignment Studies	71	\$7,598
Preparation of Report	17	\$1,759
<b>Total</b>	<b>100</b>	<b>\$10,711</b>

If payment is not made within thirty (30) days of the date when the payment is due, we may at our option, and effective upon the delivery of written notice of our intention to do so, terminate this contract or suspend further performance of our services under this contract, and we shall have no liability for delay or damages that results from the termination of this contract or suspension of services.

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The services listed above represent the total scope of work, as we understand it at this time. Should the need for additional services arise, American Structurepoint can provide them for a supplemental fee.

To the fullest extent permitted by law, the City of Gahanna and American Structurepoint (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that American Structurepoint's total liability to the City of Gahanna under this Agreement shall be limited to the total amount of compensation received by American Structurepoint.

### **ADDITIONAL SERVICES**

If additional services are required outside of this scope of services, no work shall commence until a separate scope and fee has been negotiated. Work outside of this scope of services includes, but is not limited to the following:

1. Environmental field studies beyond what is already being performed under the ODOT FRA-270-36.94 project
2. Topographic field survey
3. Preparation of construction documents
4. Subsurface exploration
5. Right-of-Way acquisition
6. Public involvement

No additional services shall commence without the written authorization of the City of Gahanna.

We thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter.

If the terms of this proposal are agreeable, please indicate your acceptance by returning a signed copy of this letter to our office.

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If you have any questions, please feel free to contact our office at (614) 901-2235.

Very truly yours,

American Structurepoint, Inc.



Charles P. Unterreiner, PE

Vice President

CPU:bf

**If the terms of this proposal are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.**

**Accepted by:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **General Conditions**

These general conditions apply to the letter agreement dated November 5, 2010, referencing Project Number 200901695 by and between City of Gahanna, hereinafter referred to as "Client", and American Structurepoint, Inc., 7260 Shadeland Station, Indianapolis, Indiana 46256, hereinafter referred to as "Consultant," wherein it is agreed as follows:

**Standard of Care.** The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant.

**Ownership of Documents.** All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto. If desired, the Consultant shall provide the Client with a reproducible copy of final documents to be used in operation and maintenance of the project.

**Access to Records.** Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

**Liability for Damages.** The presence of the Consultant or its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

**Changes in Work.** In the event the Client requires a major change in scope, character, or complexity of the Consultant's services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

**Insurance.** The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance.

- ◆ Worker's Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

**Payment Terms.** The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Ohio.

Limitation of Liability. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.