



December 27, 2011

City of Gahanna
Department of Parks & Recreation
200 S. Hamilton Rd.
Gahanna, Ohio 43230

Attn: Mr. Troy Euton CPRP
Deputy Director
P: [614] 342 4259
F: [614] 342-4359
Email: troy.euton@gahanna.gov

Re: Proposal for Geotechnical Engineering Services
City of Gahanna
Big Walnut Trail, Section 3
Bike Path Improvements
Gahanna, Ohio
Terracon Proposal No. PN4110559

Dear Mr. Euton:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the Big Walnut Trail, Section 3 – Bike Path Improvements project to be constructed in Gahanna, Ohio. This proposal is based on information provided by Mr. Jim Watkins of WATCON Consulting Engineers & Surveyors (WATCON) in his email dated December 1, 2011; and discussion during our meeting of December 2, 2011 at WATCON's office.

The purpose of this study will be to evaluate the pertinent geotechnical conditions along the proposed section of bike trail and to develop geotechnical parameters, which will assist in the evaluation of the site with respect to design and construction of proposed section of bike trail.

This proposal outlines our understanding of the projects and requested scope of services and provides our lump sum cost to complete the study.

A. PROJECT INFORMATION

Site Location and Project Description

ITEM	DESCRIPTION
Proposed development	In general, the project consists of construction of new asphalt

Terracon Consultants, Inc. 790 Morrison Road Columbus, OH 43230
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EXHIBIT A

ITEM	DESCRIPTION
	pedestrian/bike trail and two bridges crossing small tributaries to Big Walnut Creek.
Proposed Bike Path Alignment	The proposed alignment for Section 3 of the Big Walnut Trail bike path is generally located along the east bank of the Big Walnut Creek, in the area east of the Woodside Green Park. The attached Trail Map illustrates the general alignment. Due to the preliminary nature of the project, the actual detailed alignment of the proposed Section 3 of the bike path has not been established.
Requested Borings	Geotechnical test borings have been requested for locations along the proposed bike path alignment. The actual boring locations will be determined in consultation with the City of Gahanna and WATCON once a detailed alignment has been established.
Current site conditions	In general, the areas of the proposed low lying areas within the historic flood plain of the Big Walnut Creek. Overall the area relatively level, hummocky ground dissected by tributary streams. The site is located in an area of trees, and areas of the site periodically flood.

B. SCOPE OF SERVICES

The services proposed to be provided by Terracon are summarized in the following paragraphs.

Field Program

We propose to perform a total of six (6) test borings for the project. The locations of the borings will be established in consultation with the City of Gahanna, Department of Parks and Recreation and WATCON once the details of the bike path alignment have been established. We anticipate that a boring will be located near the bank of each of the two tributaries where bridges are proposed. Based on prior drilling for Section 2 of the bike path, the depths of these two borings is estimated to be 20 feet. The four remaining borings would be drilled at various locations along the alignment of the bike path. We estimate that these borings would be extended to depths of about 10 feet below the existing ground surface.

Thus, the drilling services for this project consist of a total of approximately 80 lineal feet of overburden drilling. Rock coring is not planned for this project.

We propose to use a drilling rig mounted on an All Terrain Vehicle (ATV) to perform the borings. The borings will be advanced and stabilize using hollow-stem augers. Sampling will be in general accordance with industry standard procedures wherein split-barrel samples are obtained. Sampling will be performed at an approximate two and a half feet interval to a depth of 10 feet and then at approximate 5 feet intervals to the test boring termination depth. In addition we will observe and record groundwater levels during and after drilling.

Proposal for Geotechnical Engineering Services

Big Walnut Trail, Section 3 – Bike Path Improvements ■ Gahanna, Ohio
December 27, 2011 ■ Terracon Proposal No. PN4110559



Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact the Ohio Utilities Protection Service (OUPS) for location of utilities in public easements. Location of private lines on the property is not part of the OUPS or Terracon scope. Any private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work. Our fee is based on the site being accessible to our ATV-mounted drilling equipment and Terracon providing layout of the borings; additional costs may result if this is not the case. Please note that some clearing with chain saws of tree branches and small trees may be required to access some of the boring locations.

All borings will be backfilled immediately after their completion of groundwater readings. Excess auger cuttings would be disposed of on the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, Atterberg limits, gradation analyses, strength (unconfined compression/ penetrometer), as appropriate.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Ohio. Based on the results of our evaluation, an engineering report will be submitted that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Test boring logs and boring location plan
- Laboratory test results
- Description of site conditions
- Description of encountered subsurface soil and groundwater conditions
- Recommendations for bridge foundation type and related design parameters such as allowable bearing pressures, lateral pressure and resistance soil design parameters for abutment retaining walls, bearing elevations, and anticipated settlement response based on the size and type of bridge proposed by the designer.
- Discussion of unsuitable soils based on findings in borings
- Subgrade preparation and grading recommendations
- Soil material and compaction requirements for embankment fill, and for the support of

- structures and pavements
- Pavement design and construction considerations, including recommended California Bearing Ratio (CBR) for flexible pavement design.

Schedule – Based on our current drilling schedule, we anticipate that a drill rig can be mobilized to the site to begin the field exploration program within about seven to ten working days after receipt of a signed Agreement for Services if site and weather conditions permit. The field drilling phase is estimated to be completed in 1 day. We anticipate that the final report will be issued within 3 weeks of completion of drilling operations. Preliminary information can be provided upon request.

C. COMPENSATION

We propose to perform the preliminary geotechnical study for a Lump Sum Fee of **\$3,650** which includes up to approximately 80 lineal feet of overburden drilling, laboratory testing, engineering analyses, and a geotechnical report. If additional drilling in excess of the proposed 50 lineal feet due to weak soil conditions, it would be invoiced at a unit rate of \$25.00 per lineal foot.

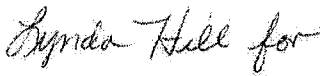
Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

D. AUTHORIZATION

We respectfully request that the attached Agreement for Services be executed and returned to us for our records. This proposal is valid only if authorized within ninety days from the listed proposal date.

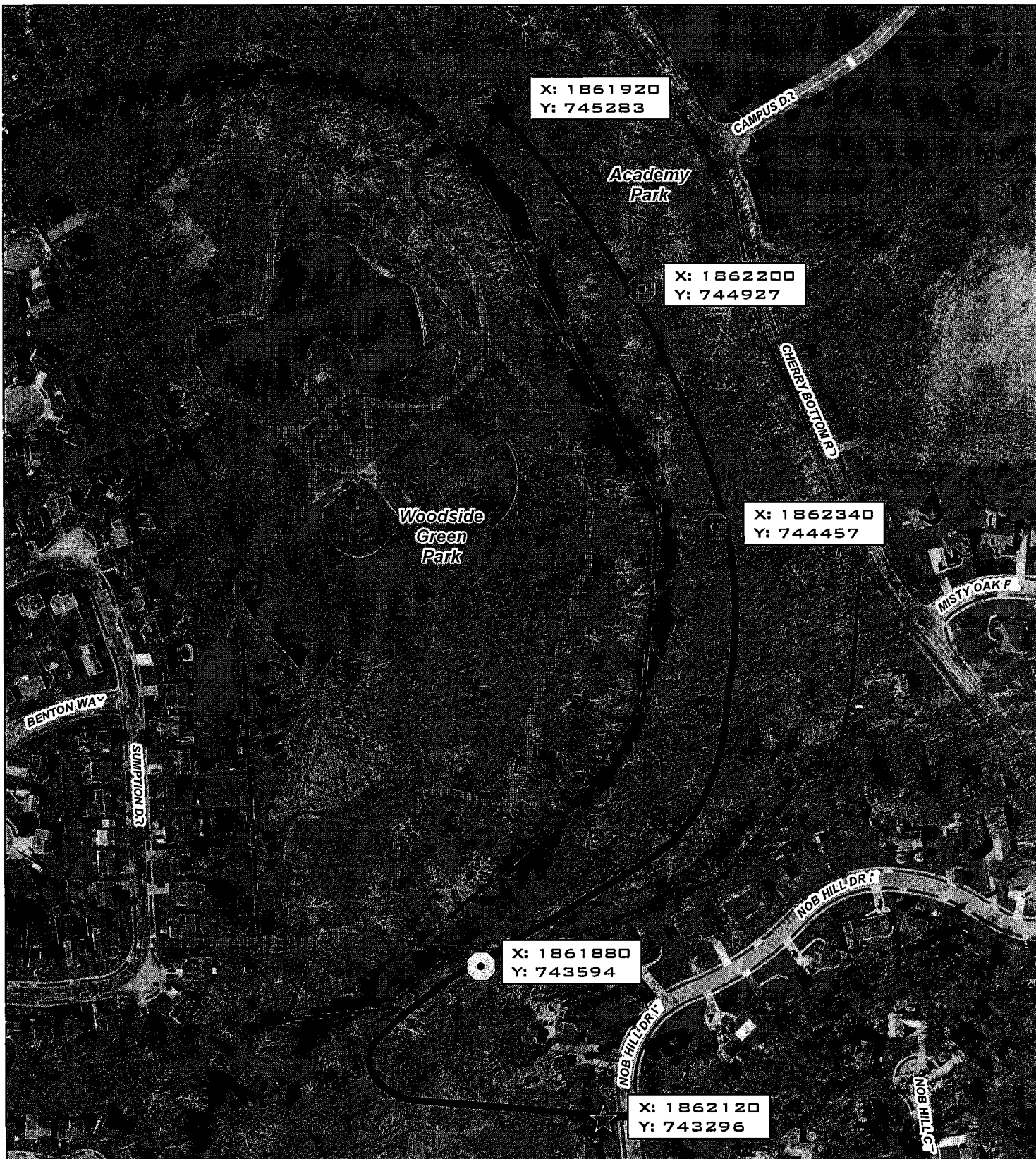
We appreciate your request to provide this proposal and look forward to the opportunity to be of service.

Sincerely,
Terracon Consultants, Inc.


Kevin M. Ernst, P.E.
Geotechnical Department Manager


Prasad S. Rege, P.E.
Principal/ Office Manager

Attachments: Trail Map
Agreement for Services



LEGEND

- ★ NOB HILL ENTRANCE
- ★ NORTH TERMINUS
- REGULAR CULVERT
- CONCRETE CULVERT
- PROPOSED BIG WALNUT TRAIL
- EXISTING BIG WALNUT TRAIL
- TRAILS
- PARKS



CITY OF GAHANNA, OHIO

200 SOUTH HAMILTON ROAD
GAHANNA, OHIO 43230
(614) 342-4073
WWW.GAHANNA.GOV

NOTE: THIS MAP IS A RESOURCE TO BE USED FOR GENERAL INFORMATION PURPOSES ONLY. THE CITY OF GAHANNA SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED.

ALL GIS DATA LAYERS ARE REFERENCED IN THE OHIO STATE PLANE COORDINATE SYSTEM, HORIZONTAL - NORTH AMERICAN DATUM (NAD) 83 (95) VERTICAL - NORTH AMERICAN DATUM VERTICAL DATUM (NAV) 88, UNITS - SURVEYORS FEET.

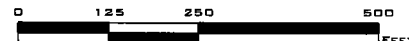
ALL DATA HAS BEEN DEVELOPED FROM PUBLIC RECORDS THAT ARE CONSTANTLY UNDERGOING CHANGE AND IS NOT WARRANTED FOR CONTENT, COMPLETENESS, OR ACCURACY. THE CITY OF GAHANNA DOES NOT WARRANT, GUARANTEE OR REPRESENT THE DATA TO BE FIT FOR A PARTICULAR USE OR PURPOSE.

DISSEMINATION REQUEST: PARKS AND RECREATION
2011/01/31 WALNUT TRAIL PROPOSAL/SECTION 3
BWT SECTION 3 TRAIL MAP.MXD

BIG WALNUT TRAIL: SECTION 3

TRAIL MAP

JANUARY 31, 2011

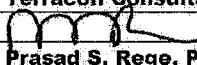


AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Gahanna ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Big Walnut Trail, Section 3 - Bike Path Improvements project ("Project"), as described in the Project Information section of Consultant's Proposal dated December 27, 2011 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **12-27-11**
Name/Title: **Prasad S. Rege, P.E./Principal, Office Mgr.**
Address: **790 Morrison Road**
Columbus, Ohio 43230
Phone: **614.863.3113** Fax: **614.863.0475**

Client: **City of Gahanna**
By: _____ Date: _____
Name/Title: _____
Address: **200 S. Hamilton Rd.**
Gahanna, Ohio 43230
Phone: _____ Fax: _____

Reference Number: PN4110559