

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("AGREEMENT") is executed by and among URS CORPORATION-OHIO, its parent companies, affiliates, subsidiaries, successors, and assigns, and their respective directors, officers, shareholders, and employees (together, "CONSULTANT") and the City of Columbus (the "CITY"), and each, a "Party".

### **RECITALS**

1. CONSULTANT and CITY entered into contract on April 28, 2009 for design services for the Goodale bike path ramp (the "PROJECT");
2. Shelly and Sands, Inc. ("Contractor") was hired by CITY to construct the PROJECT that was designed by CONSULTANT;
3. Damages to the PROJECT occurred as a result of certain alleged structural insufficiencies as described further in Exhibit A hereto (the "Damages");
4. The cost of the Damages is \$ 348,901.79;
5. Because of the Damages, the PROJECT's original completion date of October 24, 2014 has been delayed until May 30, 2015;
6. Contractor has been directed by CITY to proceed with work on the PROJECT based on the verbal, good-faith agreement with CONSULTANT that it will reimburse the CITY for the costs associated with these damages; and
7. Based upon the totality of the circumstances, and without any admission of liability or wrongdoing on the part of or on behalf of either Party, the Parties have determined to resolve and settle any and all claims, controversies, disputes, and causes of action, whether asserted or unasserted, known or unknown, or whether in law, equity, or otherwise, relating to, arising out of, or in any way concerning the Damages, pursuant to the terms and conditions enumerated hereafter:

### **TERMS & CONDITIONS**

- A. PAYMENTS.** It is understood and agreed that CONSULTANT shall reimburse CITY for the total cost of the Damages in the amount of \$348,901.79.

- i. **Costs for Damages include: time, labor, and material for the stoppage of work on August 25, 2014; demolition and reconstruction of span 13; structural steel updates and retrofits of spans 7-13; additional mobilizations, inefficiencies, replacement of reinforcing steel, cold weather protection of concrete, re-grading and earthwork, pile overdriving, updates to beams L, P, and R, and structural steel painting of the connector ramp. Costs detailed as shown on Exhibit B, attached hereto and made a part hereof.**
- ii. **CONSULTANT shall reimburse CITY for the cost of the Damages within 30-days of execution of this Agreement.**

**B. RELEASE.** It is understood and agreed that, upon receipt of the reimbursement payment from CONSULTANT described above each Party, on behalf of themselves and all persons acting by, through, under or in concert with them, shall, forever **RELEASE** and **DISCHARGE** the other Party from any and all claims, causes of action of any kind, damages, costs, expenses, liabilities, compensation, interests, or other losses, whether currently known or unknown, that do or may specifically relate to, could have been specifically related to, or that otherwise may have or arise specifically out of the Damages.

**C. MODIFICATION.** It is understood and agreed that this AGREEMENT may not be modified except by an agreement in writing signed by the PARTIES.

**D. CHOICE OF LAW & FORUM.** It is understood and agreed that: (1) this AGREEMENT shall be governed by Ohio law; (2) nothing in this AGREEMENT shall prohibit any Party from bringing action to enforce its terms; and (3) any dispute arising from this AGREEMENT shall be heard in the first instance only in the Court of Common Pleas for Franklin County, Ohio.

**E. BINDING EFFECT.** This AGREEMENT shall be binding upon, benefit and be enforceable by the Parties hereto, and their respective shareholders, directors, officers, elected and appointed members, affiliated entities, employees, predecessors, successors, members, representatives, agents, and assigns.

**F. CONFIDENTIALITY and NON-DISPARAGEMENT.**

- i. **If any public records request pursuant to ORC 149, subpoena, order or discovery request (the "Document Request") is received by either of the Parties hereto calling for the production of the Agreement, such Party shall notify the other Party hereto ten (10) business days prior to any disclosure of same. In such case, the subpoenaed Party shall make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law.**
- ii. **The Parties understand this paragraph is a material part of this Agreement.**

- iii. The Parties agree to take no action which is intended, or would reasonably be expected, to harm the other or its reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the other, arising out of or related to the Damages.

**SIGNATURES**

THE UNDERSIGNED HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, REVIEWED IT WITH COUNSEL, UNDERSTAND IT CONTENTS, AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS & CONDITIONS SET FORTH HEREIN.

FOR URS CORPORATION-OHIO

  
By: Jay Muether Title: Vice President Date: 3-27-15

FOR THE CITY OF COLUMBUS, OHIO

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By: **Alan McKnight, Director**  
Columbus Department of Recreation and Parks  
Date: \_\_\_\_\_

**Goodale / Olentangy Trail Bridge**  
**SETTLEMENT AGREEMENT AND MUTUAL RELEASE - CITY of Columbus and URS CORPORATION-OHIO**  
**Exhibit A – Statement of Damages**

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- 1. Over-driving of 12" CIP piles on piers 7, 11, & 12 occurred as a result of an inquiry made by the CITY to the CONSULTANT as to what actions should be taken as pile capacities were being reached at lengths much less than anticipated by the CONSULTANT. Direction was provided by the CONSULTANT to continue driving the piles to the estimated pile length detailed in the construction documents. It was later determined that this instruction was erroneous as the pile lengths were overly conservative. Associated costs include the difference between the contract unit price per foot of installed piling subtracted from tracked force account(s) for labor, time, and material for driving 176ft, 188ft, and 215ft of piling at piers 7, 11, and 12 respectively.**
  
- 2. Bracings and supports for beams L, P & R were required. It was discovered during the installation of the overhang brackets along beams P & R that the beams were rotating under the weights of the brackets and false decking. The Consultant provided direction to weld ½" tie-rods onto the top of the beams, connecting them to mainline Girder A, as well as installing timber blocking between the false decking and the bottom flange of the beam to prevent rotation and deflection. The Consultant directed the same for Beam L anticipating an identical issue at this location once false decking was installed. Associated costs include tracked force account(s) for labor, time and material to manufacture and install the welded and timber members to brace the beams.**
  
- 3. On August 25, 2014 during the concrete deck placement on the connector ramp section of bridge (span 13 adjacent to abutment at station 103+42.07) the intermediate cross-bracing yielded causing significant rotation and deflection of beams I and J. Work on the connector ramp ceased until such time that the CITY had the opportunity to evaluate with the CONSULTANT the damage to the structure and formulate a scope of corrective work. Additional cross-frame members were installed and existing members were upsized to properly and adequately carry the loads imposed on the structure. Spans 7-13 were upgraded with retrofitted cross-frame members.**

**Associated costs include tracked force account(s) for time, labor, and material for the stoppage of work, demolition and reconstruction of span 13, structural steel updates and retrofits of spans 7-13, additional mobilizations, inefficiencies, replacement of reinforcing steel, cold weather protection of concrete, re-grading of earthwork, installation of deck drain (to address Beam P deflection), one month field office rental, additional structural steel painting (touch-up) and recoating of the connector ramp.**

**Goodale/Olentangy Trail Bridge**  
**SETTLEMENT AGREEMENT AND MUTUAL RELEASE - CITY of Columbus and URS CORPORATION-OHIO**  
**Exhibit B - Costs of Damages**

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	Change Order	Reference	Pay Item Description	COST
E&O	5	2014	Overdriving Piles Claim	\$7,089.49
Reference	5	2017	Support for Beam L, P & R	\$3,312.99
Items	9	2028	Field Office Extension (one month)	\$2,168.33
				\$12,570.81
Beam	7	2024	Deck Pour Mitigation 8.25.2014	\$19,860.84
Mitigation &	7	2025	Steel Mitigation Through 9.23.2014	\$39,699.40
Restoration	7	2026	Structural Steel Material Cost	\$70,693.09
Reference	10	2031	Steel Mitigation S&S 9.24.14 Through 10.30.14	\$55,785.61
Items	10	2032	Steel Mitigation S&S 11.3.14 Through 11.21.14	\$42,436.43
	10	2033	Steel Mitigation Armstrong 9.23.14 Through 10.28.14	\$59,581.22
	10	2034	Steel Mitigation Touch Up Painting	\$48,274.39
				\$336,330.98

**Total: \$348,901.79**