

CITY OF HILLSBORO, OHIO
RESOLUTION NO. 22-29

A resolution to enter into a contract with DLZ Ohio Inc. for the contract administration and construction observation of the N. West Street Water Line Improvement Project and declaring an emergency.

WHEREAS, The Safety & Service Director is authorized to enter into a contract for additional services with DLZ OHIO INC for contract administration and construction observation of the N. West Street Water Line Improvement Project in the amount of \$63,900.00

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HILLSBORO, STATE OF OHIO, WITH 2/3 OF ALL COUNCIL MEMBERS CONCURRING THAT:

SECTION ONE: That the Safety Service Director is hereby authorized and directed to execute a contract agreement with DLZ OHIO INC for contract administration and construction observation of the N. West Street Water Line Improvement Project in the amount of \$63,900.00

SECTION TWO: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION THREE: This Resolution is hereby declared to be an emergency measure necessary for health, welfare, and safety of the citizens of the City of Hillsboro, and more particularly, for the reason that it is necessary to take immediate action to secure services, and this Resolution shall be in full force and effect immediately upon its adoption.

Passed this 14th day of July, 2022. 
Tom Eichinger, Council President

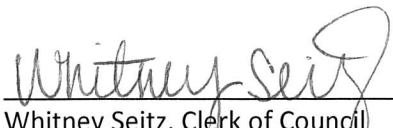
Attest: 
Whitney Seitz, Clerk of Council

Approved:  Date 7/15/2022
Justin Harsha, Mayor

Approved as to form:  Date 7/22/2022
Randalyn Worley, Law Director

CERTIFICATION

The undersigned City of Hillsboro Clerk of Council certifies that the foregoing resolution is a true and accurate copy of the original kept by me as custodian of records. Certified this 14th day of July, 2022.


Whitney Seitz, Clerk of Council



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

May 26, 2022

Brianne Abbott, Safety Service Director
City of Hillsboro
130 North High Street
Hillsboro, OH 45133

RE: Contract Administration and Construction Observation
North West Street Water Line Improvements
Project Number 2128-4571-00

Dear Mrs. Abbott

DLZ Ohio, Inc. (DLZ) is pleased to submit this fee proposal for the above referenced project. DLZ's understanding of the Scope of Work is as follows:

SCOPE OF WORK

The services include providing Contract Administration and Construction Observation for 3 months including full time observation, review and process draw request, review shop drawings and coordinate with Contractor and City during construction.

SCHEDULE

The project schedule is anticipated to take 3 months to reach substantial completion with another month for final completion. The total duration of the services is anticipated to be 4 months.

ASSUMPTIONS

1. Client will provide record information regarding existing utilities and any related info upon DLZ's request.
2. Client will provide access to existing facilities for onsite evaluation by DLZ as necessary.
3. Client will pay any required permit fees for the project.

FEE, SCHEDULE, STANDARD TERMS AND CONDITIONS

DLZ will provide the services outlined herein for a fee not to exceed **Sixty Three Thousand Nine Hundred and No/100 dollars (\$63,900.00)** and within 16 months of receiving a written "Notice to Proceed" in the form of a purchase order referencing this proposal or this proposal agreement signed by an authorized individual from the City which subsequently can be faxed, emailed or mailed to our office. The Standard Terms and Conditions enclosed in "Exhibit A" are incorporated here into and made a part of this proposal. The Client referred to in the Standard Terms and Conditions means City of Hillsboro.

CLOSING

We appreciate and welcome the opportunity to further support the City with the completion of this project. Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

DLZ OHIO, INC

Two handwritten signatures in blue ink. The first signature is "GDS" followed by a long horizontal line. The second signature is "Daw" followed by a checkmark.

Gary D. Silcott Jr., P.E.
Director

Gary D. Bowen, CCM
Senior Vice President

AGREED AND ACCEPTED CITY OF HILLSBORO

Brianne Abbott
Safety Service Director

CC: File 2128-4571-00
Document2

EXHIBIT A
DLZ'S STANDARD TERMS AND CONDITIONS

- 1. INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
- 2. CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
- 3. CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
- 4. SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
- 5. MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
- 6. CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
- 7. SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
- 8. REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
- 9. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
- 10. INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
- 11. INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
- 12. CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
- 13. LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
- 14. DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
- 15. STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
- 16. DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
- 17. SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
- 18. ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
- 19. STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.