

**ORDINANCE NO. 186-17**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO MODIFICATION #1 TO THE ENGINEERING SERVICES AGREEMENT WITH DLZ-OHIO, INC. FOR ENGINEERING AND DESIGN SERVICES FOR THE SOUTH ELMWOOD BRIDGE REPLACEMENT PROJECT.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into Modification #1 to the Engineering Services Agreement with DLZ-Ohio, Inc. (Reference Ord. No. 121-13, passed July 8, 2013) for engineering and design services for the South Elmwood Bridge Replacement Project.

**SEC. 2:** That that a copy of Modification #1 is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**SEC. 4:** That the funds to cover the modification, in the estimated amount of \$35,242.00 are available in Account No. 108-0610-54411.

**SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

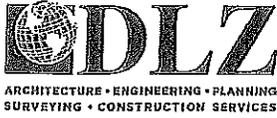
**PASSED:** December 11, 2017

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** December 12, 2017

**SIGNED:** Dennis Hanwell  
Mayor



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

ORD. 186-17  
Exh. A

November 8, 2017

Mr. Patrick Patton, P.E., City Engineer  
City of Medina  
132 North Elmwood Drive  
Medina, OH 44256-1894

Re: City of Medina Project #925  
2013 Bridge Replacement and Repair Program  
**Engineering Services Proposal/Agreement – modification #1**

Dear Mr. Patton:

We are pleased to submit this proposal for modification to our Engineering Services agreement for the above referenced project as further defined below.

#### GENERAL

The project includes the replacement of the South Elmwood Avenue Bridge. DLZ's most recent efforts on this project include the Stage 3 Plan submittal on November 24, 2014.

#### SCOPE OF WORK

1. Based on comments received from the City of Medina on November 2, 2017, the following tasks are anticipated to complete the proposed work:
2. Refer to the "**Exhibit B**" for the Scope of Services for this project.

The City shall provide:

- Coordination with the City's police department and other pertinent city services.

#### SCHEDULE

Refer to the "**Exhibit B**" for the anticipated schedule for this project.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

City of Medina Project #925  
Engineering Services Proposal/Agreement -- modification #1

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#### FEE

The engineering services described in this agreement will be performed for the following lump sum amounts, which shall constitute the additional fee:

TASK DESCRIPTION	FEE
<b>South Elmwood Ave. Bridge</b>	
Investigative Phase	
Update Hydraulic and Scour Analysis	\$ 3,365
Subtotal Investigative Phase	\$ 3,365
Detailed Design Phase	
Modify Detailed Bridge Design & Plans	\$ 31,877
Subtotal Detailed Design Phase	\$ 31,877
Total South Elmwood Ave. Bridge	<b>\$ 35,242</b>

#### STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions enclosed in "Exhibit A" are incorporated into and made part of this Proposal. The "Owner" referred to in the Standard Terms and Conditions means "City of Medina".

#### CLOSING STATEMENT

If the scope of work and fee contained herein meets with your approval, DLZ will commence work upon receipt of a signed agreement and written authorization to proceed.

Thank you for the opportunity to submit this proposal. Please do not hesitate to call should you have any questions or comments or require any clarifications.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Respectfully submitted,

**DLZ OHIO, INC.**

Vickie L. Wildeman, P.E.  
Vice President

11/8/2017

(Date)

Matthew J. Lawler, P.E.  
Project Manager

11/8/2017

(Date)

**AGREED AND ACCEPTED:**

Honorable Dennis Hanwell  
Mayor, City of Medina

12/12/2017

(Date)

- Exhibit(s):      Exhibit A - Standard Terms and Conditions  
                         Exhibit B – Scope of Services

EXHIBIT A  
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICE AND PAYMENT PROCEDURES:** DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice 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 Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices 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 and pursue its remedies for collection.
2. **CONSTRUCTION SERVICES:** Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.
3. **SUBSURFACE INVESTIGATION:** DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
4. **AGENCY REVIEW:** In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.
5. **SURVEY STAKING:** In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.
6. **MISCELLANEOUS EXPENSES:** The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
7. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.
8. **SAFETY:** DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.
9. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.
10. **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 contract bids or actual cost to CLIENT.
11. **INSURANCE:** DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.
12. **INDEMNITY:** To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.
13. **LIABILITY:** No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. DLZ's total liability to CLIENT, and CLIENT's coverage under any of DLZ's insurance policies as an additional insured, if provided, for any and all 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 shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.
14. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located. The sole venue for any lawsuit filed as a result of this Agreement is the county in which the project is located.
15. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
16. **STATUTE OF LIMITATIONS:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.
17. **SCHEDULE:** DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.
18. **SHOP DRAWINGS:** DLZ will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. DLZ's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences or procedures.

## **Exhibit B - SCOPE OF SERVICES**

**Engineering Design Services – Modification #1  
for  
City of Medina  
Project #925  
2013 Bridge Replacement and Repair Program**

### **SECTION I – BASIC SCOPE OF SERVICES**

The following constitutes the basic scope of services for the project to provide detailed design for the South Elmwood Avenue Bridge.

1. The work will include the following work tasks:

#### **Investigative Phase (Lump Sum)**

- a. Perform a revised hydrologic and hydraulic analysis and scour analysis for revised bridge. Prepare a letter report to present the results of these analyses.
- b. Modify and supplement the previously submitted design and construction plans per the November 2, 2017 letter from the City. Update the plans from 2013 Specifications to 2016 Specifications. Provide an updated construction cost estimate. Perform an internal review of the submittal prior to submittal to the City.
- c. Submit the following items to the City for review and approval:
  - i. Hydraulic report (1-PDF emailed)
  - ii. Stage 2 Plan Set (1-PDF emailed)

#### **Detailed Design Phase (Lump Sum)**

- d. Redesign the 3-sided bridge to include a pedestrian sidewalk on the east side of the bridge, to be 6-feet wide with an 8-inch high curb. The bridge width, previously 32-feet out-to-out, will increase to 38-feet out-to-out. Design will utilize Load and Resistance Factor Design (LRFD) based on the results of the previously completed subsurface investigation report.
- e. Design new revised superstructure using LRFD and provide a hydraulic opening that complies with the results of the updated hydraulic report.
- f. The following plan sheets are anticipated:
  - i. Replace/redo the ODOT style Title sheet with the City's requested sheet style (1-sheet).

- ii. Revise the Site Plan sheet
  - iii. Revise the General Notes; expand the MOT notes to include requirements for maintaining two-way traffic on W. Smith Rd. during construction
  - iv. Revise the Estimated Quantity Sheet
  - v. Add a Detour Plan and Detour Notes Sheet
  - vi. Add a Removal Details sheet; include details for removal of the existing pedestrian bridge, removal of existing railings, and any related repairs to tops of existing channel walls to remain
  - vii. Revise the Culvert Layout Sheet and possibly split into two sheets
  - viii. Revise the Culvert Footing Details Sheet and possibly split into two sheets
  - ix. Revise the Culvert Elevation & Details Sheet
  - x. Revise the Culvert Pavement Details Sheet and possibly split into two sheets to include details of sidewalk and curb
  - xi. Revise the Approach Pavement Details; add details for curb returns and curb ramp for sidewalk
  - xii. Add a Railing Details Sheet; include details for replacement of existing railing atop existing channel walls with new steel tube railing similar to the railing on the bridge
  - xiii. Add a Miscellaneous Details Sheet; include details for construction of a cast-in-place junction chamber at the northeast corner of the bridge; junction chamber will tie the existing three (3) 18-inch storm sewers into a single outlet pipe oriented downstream and include a standard manhole casting up top for access and maintenance
- g. Prepare an updated construction cost estimate for the proposed work.
- h. Complete an internal review of the submittal items prior to submittal.
- i. Submit the following items to the City for review and approval:
- i. 95% Plans, Specs, & Cost Estimate (1-PDF emailed)
  - ii. 100% Plans, Specs, & Cost Estimate (1-PDF emailed)

**SECTION II - SCHEDULE**

The following table shows the anticipated duration for the task order's submittal and its occurrence from receipt of the official Notice to Proceed (NTP). DLZ assumes 20-business day review periods by the City.

<b>Milestone</b>	<b>Estimated Duration</b>	<b>Business Days from NTP</b>
Notice to Proceed (NTP)	0	0
Investigative Services - submittal	30	30
Detailed Design (95%) - submittal <i>Includes design &amp; City review time</i>	30	60
Detailed Design (100%) - submittal	10	70