

RESOLUTION NO. 56-76

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Charles McCarty ON THE 20th DAY OF December, 1976.

A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER IN EXECUTING A CONTRACT FOR CONSULTANT AND PLANNING SERVICES WITH KZF ENVIRONMENTAL DESIGN CONSULTANTS, INC. FOR THE BENJAMIN ARCHER PARK.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The action of the City Manager in executing a contract for consultant and planning services for the Benjamin Archer Park with KZF Environmental Design Consultants, Inc., a copy of which contract is attached hereto, incorporated herein and marked Exhibit A, is hereby ratified as the duly authorized act of this Council.

PASSED this 20th day of December, 1976.

Victor A. Greer

Mayor of the City of Centerville, Ohio

ATTEST:

Marion J. Sauerbald

Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 56-76, passed by the Council of the City of Centerville, Ohio, on the 20th day of December, 1976.

Marion J. Sauerbald

Clerk of the Council

Approved by the Council of the City
with effect from the date of its
charter.

Municipal Attorney

AGREEMENT BETWEEN KZF AND CLIENT
FOR
CONSULTING SERVICES
(AGREE 76A)

THIS AGREEMENT made this 10th day of December, 1976, by and between KZF Environmental Design Consultants, Inc., 2830 Victory Parkway, Cincinnati, Ohio, 45206, hereinafter called KZF, and the city of Centerville, 100 N. Spring Valley Road, Centerville, Ohio, 45459, hereinafter called the Client.

WITNESSETH, that said KZF and Client, for the consideration hereinafter named, agree as follows:

- I. KZF agrees to furnish consulting professional marketing, planning, design, engineering and allied services required for the accomplishment of the Recreation Plan and Program for the City of Centerville as outlined in the September 7, 1976 proposal to the Centerville Parks and Recreation Department.
- II. The Client agrees to furnish to KZF the information necessary for KZF to carry out the above mentioned consulting services.
- III. The Client agrees to promptly review and act on submissions made to him by KZF.
- IV. KZF agrees to start work on the project immediately and agrees to prosecute the work to complete same with all due dispatch.
- V. The Client agrees to expeditiously review, certify and submit KZF's monthly billing requisitions to the Montgomery County, Department of Community Development.
- VI. Payment to KZF shall be in accordance with the attached Payment Schedule, HR-1760, except that maximum costs for the services to be provided shall not exceed \$11,000.00. The rates shown in the paragraph "B" of that Schedule apply only for items as stated therein, and as explicitly required by the Client. The "Regular Rates" apply unless Client asks KZF to work overtime in which case the "Overtime Rates" shall apply.
- VII. Payment to KZF on behalf of the effort expended on this commission shall be due and payable by the Client irrespective of the success or failure of any representations made by KZF on behalf of the Client, and/or as to whether or not any construction of projects, sale of properties or any other consequences or conclusions results from these efforts.

VIII. Any controversy, or claim, arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; and judgement upon the award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof. The Client agrees to limit KZF's liability to the Client and to all construction contractors, and subcontractors, on the project due to KZF's negligent acts, errors, or omissions, such that the total aggregate liability of KZF to all those named shall not exceed \$50,000 or the amount of KZF's fee, whichever is greater.

IX. The following documents shall be included in and be made a part of this Agreement:

- A. Federal Management Circular 74-4, Attachment B, Standard for Selected Items of Cost dated 7/18/74.
- B. HUD-621B, prescribing terms and conditions for Professional or Technical Services dated 2/69.
- C. KZF proposal date September 7, 1976.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, the day and year first above written.

[Signature]
Witness (for KZF)

KZF ENVIRONMENTAL DESIGN CONSULTANTS, INC.
Engineers, Architects, Planners, Surveyors

By: *[Signature]*
John E. White

Title Vice President

[Signature]
Witness (for Client)

CITY OF CENTERVILLE
Client

By: *[Signature]*
CITY MANAGER
CENTERVILLE, OHIO

Title: _____