Ordinance No. 054 -2026

Authorizing The Mayor, Finance Director And Director Of Public Service To Enter Into An Agreement With DGL Consulting Engineers, LLC, 3455 Briarfield Boulevard, Suite E, Maumee, Ohio 43537 To Provide Professional Surveying Services For LUC-Pickle Road Path & Sidewalk Safe Routes to School (SRTS) Project (PID 124618) In An Amount Not To Exceed Twenty-Nine Thousand, Nine Hundred and 00/100 Dollars ($29,900.00); And Declaring An Emergency

Summary And Background

Ordinance No. 57-2025, passed by the Oregon City Council on March 10, 2025, authorized the Director of Public Service to prepare and submit an application for Safe Routes to School (SRTS) funds for the Pickle Road Safe Routes to School Project to the State of Ohio, Department of Transportation.

The City of Oregon has been awarded $500,000.00 in Safe Routes to School grant funding from the Federal Highway Administration, administered through the Ohio Department of Transportation (ODOT), for the construction of sidewalks and a multiuse path along Pickle Road.

The Public Service Department solicited and requested qualification statements from ODOT pre-qualified professional consultant firms to provide professional engineering services, including surveying, detailed design, and right-of-way plan preparation, for the SRTS project described above.

Proposals were received from DGL Consulting Engineers, LLC and Kleinfelder.

DGL Consulting Engineers, LLC has successfully prepared engineering designs and provided surveying and right-of-way services for the City of Oregon, and its proposal has been determined to be the best to meet the needs of the City.

The said project is included in the approved 2026 C.I.P. Municipal Budget in Account 260.1500.52540 **Now, Therefore,**

Be It Ordained By The Council Of The City Of Oregon, Ohio, That:

Section 1. The Mayor, Finance Director and Director of Public Service are hereby authorized to enter into an agreement with DGL Consulting Engineers, LLC, 3455 Briarfield Boulevard, Suite E, Maumee, Ohio 43537 to provide Professional Surveying Services for the LUC-Pickle Road Path & Sidewalk Safe Routes to School (SRTS) Project (PID 124618) in an amount not to exceed Twenty-Nine Thousand, Nine Hundred and

00/100 Dollars ($29,900.00) in accordance with "Exhibit A", attached hereto and made a part hereof.

Section 2. It is hereby 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 actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this Ordinance complies with the provisions of Article III, Section 9 of the city Charter as amended.

Section 3. This Ordinance is hereby declared to be an emergency measure and shall take effect upon its passage and signature by the Mayor. The reason for the emergency lies in the necessity of enacting this Ordinance without delay to enable timely commencement of survey work required for the internal detailed design, thereby ensuring compliance with time-sensitive funding-request deadlines.

Vote on passage as an emergency: Yeas 7 Nays 0 Abs. 0

Passed as an emergency measure on: March 23, 2026

President of Council

Attest:

Clerk of Council

Approved:

Mayor

DGL
CONSULTING ENGINEERS

TRANSPORTATION:
ROADWAY & BRIDGE

TRAFFIC / SAFETY

DEVELOPMENT:
SITE & STRUCTURAL

SURVEY

CONSTRUCTION
MANAGEMENT

March 12, 2026

Mr. Paul Roman, PE
Director of Public Service
City of Oregon
5330 Seaman Road
Oregon, Ohio 43616

Re: LUC-Pickle Road and Sidewalk Project (PID No. 124618)

Dear Mr. Roman:

Please accept this fee proposal as DGL Consulting Engineers' (DGL) response to your request. The Scope of Services provided is based on revisions to the original SOQ and the field review meeting held on 10/8/2025.

Please contact me directly should you have any questions related to the material included herein.

Sincerely,

DGL Consulting Engineers, LLC

RJ Lumbrezer, PS
Senior Principal | DGL Survey Manager

T: 419.535.1015 x232 | C: 419.787.2961 | E: rlumbrezer@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

An Agreement for the Provision of Limited Professional Services

DGL Consulting Engineers, LLC (DGL) 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015	**Client: City of Oregon** 5330 Seaman Road Oregon, Ohio 43616

Project Name	LUC-Pickle Road Extensions and PHB installations fee proposal
Proposal/Project No.:	25308
Location	Oregon, Lucas County, Ohio

Scope of Services

See Scope of Services Attachment for definitions

Fee Arrangement

See Scope of Services Attachment for additional information

Survey	$29,900.00
Total	**$29,900.00**

Retainer Amounts	$00.00 due with signed contract.
Note: DGL can accept credit card payments with an additional 3% service fee.	
Special Conditions	

Offered by: DGL Consulting Engineers, LLC	**Accepted by:** City of Oregon
Signature RJ Lumbrezer, PS Senior Principal | DGL Survey Manager	**Signature** **Date**
Printed Name / Title	**Printed Name / Title** *Signature indicates the authority to bind the company to the terms herein*

The Terms and Conditions at the end of this price proposal are part of this Agreement.

Scope of Services

Background

DGL understands the desire for the City of Oregon to improve pedestrian safety and connectivity along Pickle Road with the construction of new sidewalks and a shared use path (SUP). The City is requesting professional services for this proposed project.

The proposed improvements include:

- 960 feet of sidewalk along the north side of Pickle Road, beginning 500 feet east of Town Center Boulevard to the intersection of Laura Lane.
- 1,440 feet of sidewalk along the south side of Pickle Road from the YMCA drive to the existing sidewalk 370 feet west of Eastland Drive.
- 780 feet of sidewalk along the north side of Pickle Road from the Oregon Trail Bike Path to the existing sidewalk, 120 feet west of Heritage Lane. This section will also include 200 feet of new sidewalk on both sides of Cardinal Bay Drive, north of Pickle Road to the existing sidewalk.
- 130 feet of sidewalk along the south side of Pickle Road from the Oregon Trail Bike Path east to the existing sidewalk.
- 1,410 feet of shared-use path along the south side of Pickle Road from Coy Elementary to the Oregon Trail Bike Path.

The above understanding, the SOQ, and the field review meeting held on 10/8/2025 are the basis for this proposal. The following further outlines the scope of work.

Scope of Work

If Authorized Work

Once the preliminary design is complete, DGL and the City of Oregon can determine if or to what level the proposed right-of-way plan development is necessary. If this is the case, we will submit a modification for these services. DGL has all ODOT prequalifications for right-of-way plan development and routinely works with local acquisition firms to assist in acquisition.

1) Professional surveyor management and review.
2) Project Research: Perform research to obtain record deeds, easements, subdivision plats and surveys.
3) OUPS: Contact OUPS to request utility markings and record plans. DGL will request any record plans that the City of Oregon has as well.
4) Right of Way and Boundary: DGL survey will perform the necessary field work to locate all existing section corners, road centerline monuments and property corners. This data will be compared to the research and the road rights of way as well as parcel boundary lines will be calculated.
5) Survey Control: DGL will utilize ODOT OCCS coordinate system to establish horizontal and vertical control for the project. Targets for the UAS Drone will also be set to ensure accuracy of the data.
6) UAS Drone: DGL's drone will be utilized to perform aerial photography. This data will be used to create the linework of all existing improvements.
7) Topographic Survey: DGL will utilize robotic total stations to collect grade shots from the edge of the pavement passed the right of way as needed for design. Also, any utilities, culverts, any missing items from the aerial photography will be located.

8) Utility Inverts: DGL will measure the invert elevation of each flow line along with the type, size, direction, and condition of each pipe.
9) DGL will process the above data and provide the City of Oregon with a CIV-3D base drawing that will show the road right of way, parcel boundary lines, all improvements such as roadways, drives, sidewalks, utilities, etc. An XML file will be provided with existing surface as well as the underground utilities.

DGL CONSULTING ENGINEERS, LLC (DGL) TERMS & CONDITIONS

These Terms and Conditions ("Terms and Conditions") are attached to and supplement the Proposal for LUC-Pickle Road Extensions and PHB installations fee proposal dated March 12, 2026 (the "Proposal") between DGL Consulting Engineers, LLC ("DGL") and the City of Oregon (Client) (as defined in the Proposal). Together, these Terms and Conditions and the Proposal shall form the agreement between the parties (the "Agreement"). Defined terms in these Terms and Conditions shall have the same meaning as set forth in the Proposal unless otherwise defined herein. To the extent that these Terms and Conditions conflict with the Proposal, the Proposal shall control. In the event of a conflict between the terms of this Agreement and the terms of any other agreement entered into by the parties in connection with the project, whether written or oral, the terms of this Agreement shall control. The Proposal and the Terms and Conditions embody the entire agreement between DGL and Client in connection with the project. No prior or contemporaneous oral or written negotiations or understandings shall be of any force or effect with respect to this Agreement.

Standard of Care

In providing services under this agreement, DGL will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality (the "Standard of Care"). Subject to the Standard of Care, DGL will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of DGL's part of the Project. Regardless of any other term or condition of this Agreement, nothing in this Agreement shall require DGL to perform professional services to a standard that exceeds the Standard of Care and DGL makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments (Applies when Full Payment is not received prior to start of work)

Invoices for services and reimbursable expenses shall be submitted, at DGL's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. DGL shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and DGL shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees, resulting from Client's failure to make payment in accordance with the Agreement.

Cooperation & Client Directives

The Client agrees at all times to cooperate fully with the Consultant, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant's timely and efficient performance, and in order to ensure the Consultant's knowledge and understanding in all material respects so as to not delay, interfere with, or affect the Consultant's delivery, Standard of Care, or performance under the terms of this Agreement. The Consultant shall be entitled to rely on the accuracy and completeness of (1) the services and information furnished by the Client or Client's other consultants and (2) Client approvals or directives.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold DGL and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. DGL further agrees, subject to the Limitation of Liability below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and DGL, the client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of DGL and DGL's officers, directors, partners, employees, shareholders, owners and subconsultants to the client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this agreement, from any and all causes, to the total amount of $250,000 or the amount of DGL's fee, whichever is less (the "limitation amount"). In no event shall the limitation amount exceed the amount of insurance proceeds actually available to DGL for the claim at issue at the time of settlement or final judgment. This limitation shall apply regardless of the cause of action or legal theory pled, claimed, or asserted.

Hidden Conditions (Optional, use if existing structure on project)

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If DGL has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) DGL has no reason to believe that such a condition exists, DGL shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

DGL shall have no responsibility for the discovery, identification, presence, handling, removal, disposal, abatement or exposure of persons to hazardous materials of any form including mold. DGL shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

In the event the Consultant or any other person or entity involved in the Project encounters any Hazardous Materials, or should it become known to the Consultant that any Hazardous Material may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify, abate or remove the Hazardous Materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, agents and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any Hazardous Materials, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Betterment

If a required item or component of the Project is omitted from DGL's deliverables, DGL shall not be responsible for paying the cost required to add or correct such item or component to the extent that the cost would have been incurred had such item or component been included or required in DGL's original deliverables. In no event will DGL be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments produced by DGL under this agreement, including electronic files (collectively "Instruments of Service"), shall remain the property of DGL and DGL shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. Client agrees that the Instruments of Services are intended solely for this Project and may not

be used by this Client for any other purpose without the written consent of DGL. Client agrees to waive any and all claims against DGL, its officers, directors, employees and subconsultants arising out of unauthorized use of the Instruments of Service, and any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DGL its officers, directors, employees its subconsultants harmless from any and all claims and/or damages, including reasonable attorneys' fees and defense costs, arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to DGL and its subconsultants.

Mutual Waiver of Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor DGL, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of reputation, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this agreement. Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Construction Activities

DGL shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety. Neither the professional activities of the Consultant, nor the presence of the Consultant, its employees or subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Defects in Service

The Client shall promptly report to DGL any defects or suspected defects in DGL's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify DGL shall relieve DGL of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. Client's failure to timely pay invoices will constitute grounds for termination by DGL. In the event of termination, the Client shall pay DGL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses. Final payment will be due immediately upon receipt of the final invoice.

Dispute Resolution

Any claim or dispute between the Client and DGL shall be submitted to mandatory non-binding mediation as a condition precedent to formal binding dispute resolution, with the parties agreeing to work in good faith to select a mutually agreeable mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Costs of mediation shall be equally borne by DGL and Client. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. If such matter relates to or is the subject of a lien arising out of DGL's services, DGL may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any action unresolved through mediation, shall be subject to litigation in a court of competent jurisdiction. This provision shall survive and continue after execution and delivery of this Agreement.

Relationship of the Parties

All services provided by DGL are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or DGL. The Client and DGL agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure

If an event or circumstance beyond Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, war, riot, terrorism or threat of terrorism, civil unrest, labor problems (including lockouts, strikes and slowdowns) of a third-party, inability to obtain power, internet connectivity or services interruptions, scarcity of ingredients or supplies, or court injunction or order, new laws or governmental regulations or other causes that are beyond the reasonable control of Consultant, whether similar or dissimilar to any of the foregoing, that cause Consultant delay or additional expense ("Force Majeure Event"), then Consultant is entitled to an equitable adjustment in the contract price or time for performance, or both. If a Force Majeure Event lasts more than thirty (30) days, upon written notice either party may terminate this Agreement without liability to the other for such termination.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law, Jurisdiction, and Venue

Client and DGL agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Ohio without regard to any conflict of laws provisions, which may apply to the laws of other jurisdictions. It is further agreed that any legal action between the Client and the DGL arising out of this Agreement or the performance of the services shall be brought solely in a court of competent jurisdiction in Lucas County, Ohio.

Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by DGL as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding.

Waiver. The failure or delay of either party to insist upon a strict performance of any right hereunder shall not be deemed a waiver of any rights or remedies that either party may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants, or conditions.