

RESOLUTION NO. 47-97
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J.V. STONE ON THE
16th DAY OF JUNE, 1997.

A RESOLUTION RATIFYING THE ACTION TAKEN BY
THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH MCDUGALL ASSOCIATES, INC.,
FOR SURVEYING CERTAIN DITCHES FOR THE CITY
OF CENTERVILLE.

WHEREAS, the City of Centerville requested a proposal for the services of a professional land surveyor for topographical information to reconstruct ditches, including existing pipe elevations, centerline ditch elevations, erosion areas, etc., related to the Bellingham Ditch Improvements; and

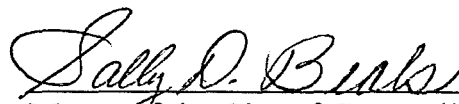
WHEREAS, McDougall Associates, Inc., examined the request, reviewed information of record, visited the site, and intends to provide a professional land survey per the requirements of the City of Centerville.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the Council of the City of Centerville hereby ratifies the action taken by the City Manager to enter into an Agreement with McDougall Associates, Inc., for the survey of certain ditches in the City of Centerville, a copy of said Agreement attached hereto and incorporated herein, as Exhibit "A".

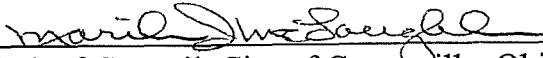
Section 2. That the Resolution shall become effective at the earliest date allowed by law.

PASSED this 16th day of JUNE, 1997.



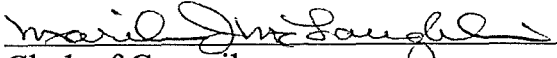
Mayor of the City of Centerville, Ohio

ATTEST:


Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 47-97, passed by the Council of the City of Centerville, Ohio, on the 16th day of JUNE, 1997.


Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

McDougall Associates, Inc.

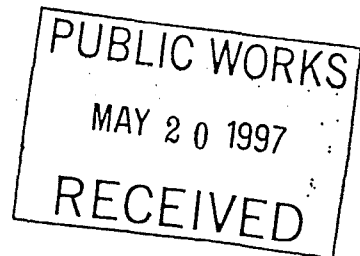
Professional Land Surveyors

8529 Byers Road

Miamisburg, Ohio 45342

513-847-2660

Fax: 513-847-2670



May 20, 1997

Norbert Hoffman P E
City Engineer
City of Centerville
Fax: 433-0310

Re: Bellingham Ditch Improvements

Dear Norbert:

We are pleased to offer this proposal for surveying services on the above referenced project. We have examined the request, reviewed information of record and visited the site. We propose to provide survey per your requirements as outlined in our conversation of yesterday. Our fees for same are as follows:

Topographical information to reconstruct ditches, including existing pipe elevations, centerline ditch elevations, erosion areas, etc. -

Bellingham ditch from north pipe to intersection (500') --NTE-----\$720.00

Bellingham ditch from ditch intersection (Gracewood, Cloverwood) south to culvert at Bethel Road--(1400')-----NTE-----\$1440.00

Gracewood-Cloverwood ditch from intersection to pipe at northeast -(650' heavily wooded) -----NTE----- \$960.00

Lodewood ditch from Waterford to Bellingham ditch intersection (1200')
----- NTE----- \$1260.00

Hourly rates are as follows: Field \$90.00/hour , Office \$60.00/hour.

Terms and conditions:

-Date of Commencement and Duration: The date of commencement of this agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for ninety days unless terminated as provided herein, or extended by mutual agreement in writing.

-If McDougall Associates, Inc.'s services under this agreement are delayed for reasons beyond their control, the completion date specified will be modified accordingly and fees renegotiated for any unfinished services as of the effective date of such change.

-Compensation Definitions: Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out of pocket expenses, the cost of which shall be charged at actual costs plus an administrative cost of 10 percent and shall be itemized and included in the invoice. Additional or extra work authorized by Client will be billed at current hourly rates of \$90.00 field and \$60.00 office.

-Invoice Procedures and Payment: McDougall Associates, Inc. shall submit invoices to the Client for Services accomplished. For services provided on a Lump Sum basis, the amount of the invoice will be determined on the percentage of completion method. Invoices shall include, separately listed, any charges for services for which time costs or unit prices shall apply.

The Client, as owner or authorized agent for the owner, hereby agrees that payment will be made for services invoiced within thirty days from the date of the invoice; and, in default to such payment hereby agrees to pay all costs of collection, including reasonable attorney 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 thirty days. If an invoice remains unpaid for sixty days after the date of the invoice, McDougall Associates, Inc. may, upon giving written notice of its intent to do so, suspend all services on the clients project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety days after the date of the invoice, McDougall Associates, Inc. may, after giving written notice of its intent to do so, terminate this agreement and pursue remedies for collection.

-Cost Estimates: Client hereby acknowledges that McDougall Associates, Inc. cannot warrant that estimates of probable construction or operating costs provided by McDougall Associates, Inc. will not vary from actual costs incurred by the Client.

-Limit of Liability: The limit of liability of McDougall Associates, Inc. to the Client for any cause or combination of causes resulting from the Services hereunder rendered shall be, in total amount, limited to the fees paid under this agreement.

-Insurance: McDougall Associates, Inc. shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, and automotive public liability and property damage insurance.

-Assignment: Neither the Client nor McDougall Associates, Inc. will assign or transfer its interest in this agreement without the written consent of the other. McDougall Associates, Inc. does reserve the right to subcontract any portion of the services.

Suspension, Termination, Cancellation or Abandonment: In the event the Project described in this agreement or the Services called for under this agreement/are suspended, canceled, terminated, or abandoned by the client, McDougall Associates, Inc. shall be given seven days prior written notice of such action and shall be compensated for Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this agreement.

Entirety of agreement: This Agreement embodies the entire Agreement and Understanding between the Parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the State of Ohio unless specifically stated otherwise. This agreement includes this document and:

If the above is acceptable to you, please sign one copy of this letter and return to our office. We are prepared to begin work immediately upon receipt of this agreement.

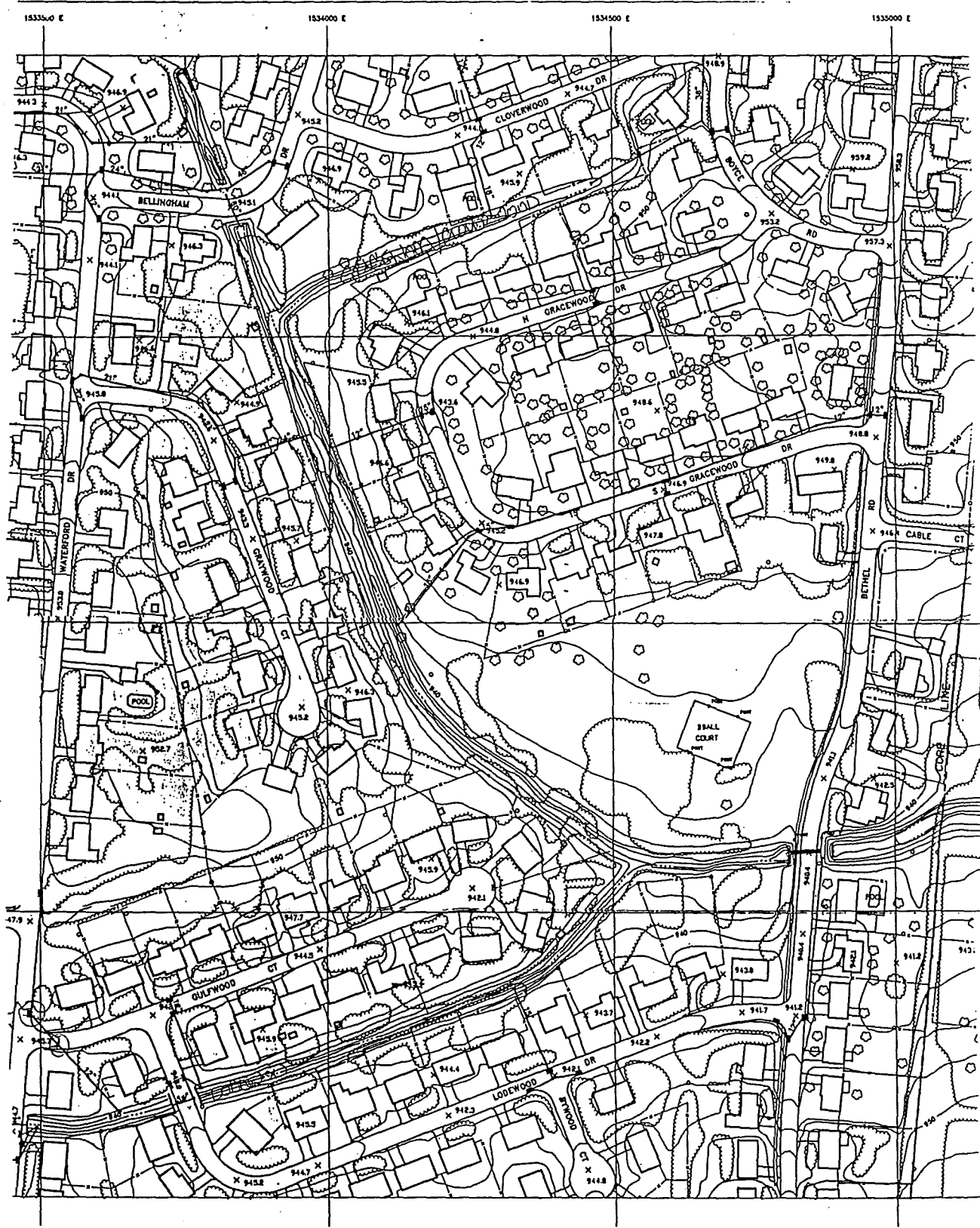
In witness Hereof, this Agreement which is subject to the terms and conditions of pages 1 and 2 and Attachments is accepted on the later date written below:

McDougall Associates, Inc.

Signature [Handwritten Signature]
Printed Name Thomas McDougall, P.S.
Title: President
Date: 5/20/97

Client:

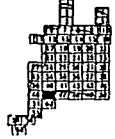
Signature [Handwritten Signature]
Printed Name [Handwritten Name]
Title: [Handwritten Title]
Date: 5-23-97



CULVERT) ()
 POST)
 TIMBER)
 TREE)
 BUSH)

ACCURACIES NOT GUARANTEED IN OBSCURED AREAS SHOWN BY DASHED CONTOURS AND UNDERLINED ELEVATIONS

1" = 100'
 CONTOUR INTERVAL 2'
 DATE OF PHOTOGRAPHY JANUARY 6, 1990



CITY OF
 BELLINGHAM
 SH

FISCAL OFFICER'S CERTIFICATION

The undersigned, as Chief Fiscal Officer of The City of Centerville, Montgomery County, Ohio
hereby certifies that the amount of funds required to fulfill the contract, obligation or lease agreement with
McDougall Associates
has been lawfully appropriated or authorized for such purpose and is in the treasury or is in the process of
collection, free from any previous encumbrance or certification now outstanding.

By Wm. L. Bettcher
Wm. L. Bettcher, Finance Director

Dated May 27, 1997