

RESOLUTION NUMBER 9-91
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J. V. Stone ON THE
15th DAY OF April, 1991.

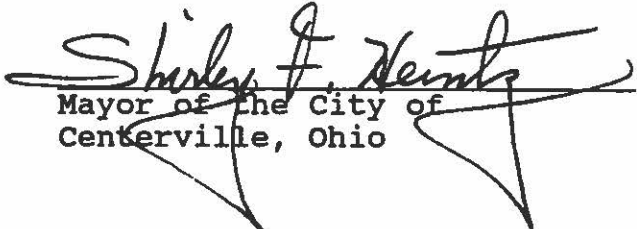
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF CENTERVILLE AND WOOLPERT CONSULTANTS FOR THE PREPARATION OF DETAILED CONSTRUCTION DRAWINGS FOR THE WIDENING OF WILMINGTON PIKE.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES THAT:

SECTION 1. The City Manager is hereby authorized and directed to do all things necessary to execute a Contract between the City of Centerville, Ohio, and Woolpert Consultants for the preparation of detailed construction drawings for the widening of Wilmington Pike from Bellemeade Drive to approximately 500 feet north of Brown Road. Said Contract shall be that which is attached hereto, marked Exhibit "A" and incorporated herein.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED this 15th day of April, 1991.


Mayor of the City of
Centerville, Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

C E R T I F I C A T E

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 9-91, passed by the Council of the City of Centerville, Ohio, on the 15th day of April, 1991.

Maile D. McLaughlin
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT is made Between The City of Centerville, Ohio
110 W. Spring Valley Rd. Centerville, OH 45458

Hereinafter referred to as CLIENT, and WOOLPERT CONSULTANTS, an Ohio general partnership whose principal place of business is
409 E. Monument Ave., Dayton, Ohio 45402-1228 and whose place of performance for this agreement is _____

Hereinafter referred to as WOOLPERT for the following project: Widening Wilmington Pk. from Bellemeade Dr.
to approximately 500 ft. north of Brown Rd.

WHEREAS, the CLIENT desires to employ Woolpert to provide certain professional services; and
WHEREAS, WOOLPERT is willing to provide these services for the consideration and upon the terms hereinafter stated;
NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, CLIENT and WOOLPERT agree as follows:

Part 1. Scope of Services

The scope of services are more fully described in Exhibit A, Scope of Services, attached hereto and made a part hereof.

Part 2. Fees

Woolpert will perform the services described in Exhibit A for a fee as more fully described in Exhibit B, Service Fees, attached hereto and
made a part hereof. Letter dated July 25, 1990

Part 3. Terms and Conditions of the Agreement

Terms and Conditions of the Agreement are as shown on the reverse side of the first page of this Agreement.

Part 4. Client Certifications (if applicable)

As Fiscal Officer for the City of Centerville, Ohio I hereby certify that funds in the amount of \$ 217,800
have been lawfully appropriated for the purpose of meeting the obligation of this Agreement for Professional Services, having been duly
authorized by appropriate action of the City Council and are in the treasury or in the process of collection and are
hereby available for payments of the amounts set forth.

W. M. Zucker 3-27-91
Fiscal Officer Date

This Agreement Approved as to form

Attorney Date

Part 5. Acceptance

This Agreement represents the entire and integrated Agreement between CLIENT and WOOLPERT and supersedes all prior negotiations,
representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT
and WOOLPERT.

IN WITNESS WHEREOF, CLIENT and WOOLPERT acting herein by their duly authorized representatives have executed this Agreement
on the date as shown on the first page of this Agreement.

For: CLIENT
By: _____
Name (typed) Darryl K. Kenning
Date: _____

For: WOOLPERT
By: James S. Jones
Name (typed) James S. Jones, Associate Partner
Date: 8/28/90

TERMS AND CONDITIONS OF AGREEMENT

- 1 Woolpert reserves the right to submit invoices monthly on a work progress basis except as otherwise provided or agreed to herein.
- 2 Payment is due upon receipt of invoice.
- 3 In the event of account delinquency either in full or in part, Woolpert reserves the right to suspend work and to withhold and retrieve services and deliverables until delinquency is remedied to the satisfaction of Woolpert.
- 4 No deductions will be made from compensation owed Woolpert on account of penalty, liquidated damages, or other sums withheld from payment to third parties, or on account of the cost of changes in the work other than those for which Woolpert has been found to be directly and solely liable.
- 5 Unless otherwise agreed and herein specified the Client will provide the right-of-entry on the property for Woolpert to perform the specified and necessary survey, tests, explorations, markings and measurement. Woolpert takes reasonable precautions to minimize property damage caused by or incidental to the performance of our services. Our fee does not include the cost of restoration or other adjustments to property value. Any such activity or adjustments are the entire responsibility of the Client, except as may be included herein by specific description.
- 6 The services to be performed by Woolpert under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Woolpert toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
- 7 The Client shall review and return to Woolpert all work that requires Client input prior to Woolpert commencing with any further work. Any undue delays by the Client in responding, not the fault of Woolpert, shall activate the provisions of Paragraph 17 herein.
- 8 The Client will give prompt written notice to Woolpert whenever the Client observes or becomes aware of any defect in the services or work of Woolpert performed under this Agreement.
- 9 In order for Woolpert to perform its scope of services, the Client must provide certain data to Woolpert. The Client shall do so as and when requested by Woolpert. Any delays, as more fully defined in Paragraph 17, caused by the Client's failure to provide such data, shall activate the provisions of Paragraph 17.
- 10 If requested by Woolpert, the Client will furnish evidence that financial arrangements have been made to fulfill Client's obligations under this Agreement.
- 11 The Client will not request certifications that require knowledge or services beyond the scope of this Agreement. Such request, if made, may at the discretion of Woolpert, be considered changes in the Scope of Work.
- 12 Services resulting from changes in the specific scope, extent or character of the work or of the Client's needs, including but not limited to changes in size, complexity or schedule; demands by Client's agents or contractors; or revisions or rework of previously performed services, when such revisions are due to causes beyond the control of Woolpert shall be considered additional services and create Woolpert to additional compensation.
- 13 Preparing to serve or serving as a consultant or witness for the Client in any litigation, arbitration or administrative proceeding involving the services or products provided at the project site referenced by this Agreement shall be considered additional services and shall entitle Woolpert to additional compensation.
- 14 Unless specifically agreed to in writing, fees for additional services and expenses shall be billed at customary billing rates.
- 15 The obligation to provide further services under this Agreement may be terminated by either party upon a maximum of seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement.
- 16 Failure of the Client to make payments to Woolpert in accordance with this Agreement shall be considered substantial nonperformance and cause for termination and suspension of services. Woolpert shall have no liability to the Client for delay or damage caused the Client because of suspension of such services.
- 17 If the project is delayed by the Client for more than fifteen consecutive days, Woolpert shall be compensated for all services performed through the last day of its most recent invoice period. Woolpert shall be entitled to a change order extending its time of performance and increasing the amount of its fee. Said increase in fees shall be based upon Woolpert's reasonable cost to start up, reassign personnel and commence providing services. Woolpert shall not be responsible for delays beyond Woolpert's control and will be entitled to suspension, termination, cessation or abandonment rights as provided herein.
- 18 Execution of this Agreement by both parties will constitute authorization to proceed with the contract services.
- 19 Woolpert will commence the performance of the services described in Part 1 of this Agreement within seven days of the execution of this Agreement by both parties.
- 20 Woolpert maintains Workers Compensation and Employer Liability Insurance in conformance with applicable State Law. In addition Woolpert maintains Comprehensive General Liability Insurance and Automobile Liability Insurance. A certificate of insurance can be supplied evidencing such coverage and proper solvencies in the event of cancellation. If additional coverage, increased limits, or other coverage modifications are requested, Woolpert will endeavor to obtain and charge separately for costs associated with any coverage modification. The Client agrees by signature herein that such modifications are incidental and are not material conditions of this Agreement.
- 21 The Client acknowledges and agrees by signature herein that Woolpert makes no warranty or guarantee either expressed or implied in connection with the services performed hereunder except that we will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality.
- 22 There are no warranties which extend beyond the provisions of this paragraph. Woolpert liability for any damage on account of error, omission or professional negligence will be limited to a sum not to exceed the lesser of Woolpert's services fee or professional liability insurance coverage.
- 23 Woolpert assumes no responsibility for the discovery, presence, handling, removal, treatment, or disposal of, or exposure of persons to hazardous substances identified as "hazardous substances" by the Comprehensive Environmental Response Compensation and Liability Act, as amended; and also includes, but is not limited to: asbestos, asbestos products, polychlorinated biphenyls (PCBs), and oil products. Further, should Woolpert become aware of any such hazardous substances at the project site which has not been expressly and specifically identified as to type, location, and extent of hazard, in this Agreement, such shall constitute cause to terminate this Agreement at Woolpert's sole discretion; and Woolpert shall be entitled to the remedies set forth in this Agreement for terminations not the fault of Woolpert, as well as any and all other legal remedies that may be available.
- 24 Client agrees that the contractor will be solely and completely responsible for working conditions on the job site, safety of all persons and property during the performance of the contractor's work and compliance with all applicable regulations and that these requirements will apply continuously and not be limited to normal working hours. Any observations of the contractor's procedure or work by Woolpert is not intended to include a review of the adequacy of the contractor's safety measures, in, on, adjacent to, or near the construction site.
- 25 Woolpert does not assume responsibility for contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Woolpert do not relieve the contractor of his responsibilities for performing the work in accordance with applicable plans and specifications. The words "Supervision," "inspection," or "control" are used to mean observation of the work and measurement by Woolpert to verify or report substantial compliance with approved plans and specifications. Observations by representatives or employees of Woolpert does not mean that all activities are or can be observed or anticipated.
- 26 All documents including, but limited to, drawings, specifications, reports, photos, field notes, test data, calculations, estimates, and audio or visual records prepared by Woolpert are instruments of service pursuant to this Agreement. Woolpert retains all common law, statutory and other reserved rights, including the copyright. All documents and materials of any nature furnished to the Client or Client's agents or employees, if not paid for in full, will be returned upon demand and will not be used by the Client for any purpose whatsoever. Documents and service products produced or provided by Woolpert pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement without the written permission of Woolpert and additional appropriate compensation.
- 27 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of performance for this Agreement.
- 28 The Client and Woolpert, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor Woolpert will assign this Agreement without the written consent of the other.
- 29 Woolpert may terminate this Agreement for cause in the event of Client insolvency or filing of bankruptcy, either voluntary or involuntary, or the appointment of a receiver or trustee for the Client, or the execution by seller of an assignment for the benefit of creditors.
- 30 If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and shall be valid and enforced to the fullest extent permitted by law.
- 31 In addition, the Contractor further agrees: that in the hiring of employees for the performance of work under this Contract or for any subcontract issued therein, the Contractor or Subcontractor shall not, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform work to which this agreement relates; and that the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin or ancestry.

EXHIBIT A

WILMINGTON PIKE FINAL CONSTRUCTION DRAWING

SCOPE OF SERVICES NARRATIVE

This scope of services is for the detailed engineering work and the preparation of detailed construction plans for the widening of Wilmington Pike from Bellemeade Drive to approximately 500 feet north of Brown Road. The construction drawings will be developed based on the construction being completed for the realignment of Wilmington Pike at SR 725. The construction drawings for the realignment were prepared by Woolpert Consultants. Construction staking, construction management and shop drawing reviews are not included in the present scope.

This proposal is based on one governmental agency taking a lead role for handling coordination with and submittal review and comment from all involved political jurisdictions including ODOT. This lead agency shall be determined at the time of the Notice to Proceed.

1. Collation of Existing Available Data

This work will consist of the acquisition and review of all available existing data such as drainage, utilities, road right-of-way, and adjacent properties. To obtain this information, the consultant will contact local government agencies as well as utility companies having facilities in the area. Additional information will be obtained through field observation.

2. Survey Control

Benchmarks will be set throughout the project. Locations, elevations and descriptions for these will be shown in the final plans. A traverse will be run for horizontal control to coordinate the right-of-way with all adjacent property owners.

3. Subsurface Investigation

A subsurface investigation will be made for structure bridge foundation design and pavement design purposes. Full depth asphalt pavement will be designed using ODOT methods with the approval of the City and the County. Subsurface exploration will be provided by Bowser-Morner Associates, Inc. and will begin as soon as possible following notice to proceed. The cost for the subsurface investigation is not included in the proposed fee. The cost for this service will be reviewed with the agencies involved before proceeding, and the contract can be made directly between the City and/or County and Bower-Morner, Associates, Inc. There will be no mark-up applied to any subsurface investigation provided.

4. Obtain Topographic Information

We proposed to use existing aerial mapping supplemented by field survey information. Property lines and utilities will be shown based on information obtained as stated above under Collation of Existing Available Data. The plan view will be developed to a scale of 1" = 40'.

5. Alignment and Profile

The alignment will be based on the previous study completed by Woolpert. Alignment and grade plans will be developed to the limits and following the criteria defined in the Scope of Services. All design elements will meet AASHTO criteria. Scales for the plans will be 1" = 40' horizontal and 1" = 5' vertical.

6. Typical Sections

The typical section will be four lanes with a center median and left turn lanes from the southern terminus to Whipp Road, except for the section constructed with I-675, which will remain as existing. The typical section north of Whipp Road will be five lanes without a center median. The center lane will be a two-way left turn lane except where a designated left turn lane is required at the intersections. Typical sections will be developed for normal and super-elevated sections. All new pavement will be full depth asphalt. All curb will be an ODOT type 6 barrier curb.

7. Right-of-Way Plans

Right-of-way plans will be developed to scale of 1" = 100'. The proposed work limits will be determined from the cross sections and drainage and utility requirements. The right-of-way plans will show all existing property lines, rights of way and easements, and names of owners. Legal descriptions will be provided for all right-of-way and easement acquisition required along the road. Any easements required for storm drainage and utilities beyond the immediate vicinity of the roadway are not included in the Scope of Work. This work will be negotiated separately if required.

8. Structures

The existing bridge over the tributary of Little Sugar Creek will need to be widened. This proposal is based on retaining the existing structure and designing an addition to each side of the bridge. The proposed road grade in this area will be approximately the same as the existing grade over the bridge.

9. Traffic Control

Signing and pavement marking plans will be provided. Placement and application of markings and signs will conform to the "Ohio Manual Uniform Traffic Control Devices." Deviations from the manual may be considered if requested. The City and/or County must hold Woolpert Consultants harmless from any and all liability or damage claims resulting from items requested which are not in conformance. Any required relocation of the existing traffic signal heads is included in this scope of services. Any design modification required for the traffic signal to accommodate a completed Clyo Road is not included in the Scope of Services.

Plans for the maintenance of traffic will also be provided with the completed set of plans. Traffic maintenance will provide for the maintenance of two way traffic for all phases of construction. We anticipate that two way traffic can be maintained during construction of the bridge improvements. Notes related to the maintenance of traffic including construction phasing will be provided in the plans.

10. Cross-Sections

Roadway cross-sections will be prepared at 50 foot intervals for all sections of the project. These will be drawn at a scale of 1" = 10' horizontal and 1" = 5' vertical. Additional cross sections and drive profiles will be provided where driveways are affected by the construction.

11. Details

Details (1" = 20)' will be developed for road intersections at Bellemeade Drive, SR 725, access to SR 725, two future road crossings, Clyo Road, Whipp - Feedwire Road and Brown Road.

12. Drainage

Drainage for the project will be handled by catch basins, curb inlets and storm sewer. Ditches will remain in the section constructed with I-675. A 25-year storm will be used to size any culvert pipes: A ten-year storm will be used to size all storm sewers. Pavement drainage will be designed for a two-year storm. Final detailed drainage criteria will be developed in the early stages of the project for approval by the City and County. Storm flows for drainage areas will be determine from USGS maps. If the City or County has planimetric maps with 2 foot topographic contour intervals available, these maps will be used to determine drainage areas. The scope of services does not include the design of any detention basins.

13. Utility Plan

Water and sanitary sewer plan and profile sheets will be developed for 17 lots along the west side of Wilmington Pike between Whipp Road and Brown Road. The design of these improvements is based on gravity sewer service. If a lift station or water meter pit is required, an additional fee will be negotiated. The consultant will coordinate closely with the Montgomery County Sanitary Engineering Dept. as needed.

14. General Notes

General notes will be developed for the project as necessary.

15. Quantities

A table of estimated quantities will be developed for all work items. The items will be separated as required to determine how costs will be shared between Greene County, City of Centerville, Kettering and Bellbrook according to jurisdictional boundaries.

16. Drawing list

An approximate list of drawings required for the final plans is as follows:

Cover Sheet	1 sheet
General Notes	1 sheet
Typical Sections	2 sheets
Quantity Summary	1 sheet
Road Plan & Profile	15 sheets
Intersection Details	2 sheets
Cross-Sections	31 sheets
Traffic Control	10 sheets
Traffic Maintenance	5 sheets
Right-of-Way Plans	10 sheets
Bridge Plans	8 sheets
Miscellaneous Details	2 sheets
Sanitary Sewer Plan & Profile	2 sheets
Water Plan & Profile	2 sheets
Storm Drainage Plan & Profile	8 sheets

Approximate Total Sheets - 100



EXHIBIT B

July 25, 1990

Mr. Norbert Hoffman
City of Centerville
100 W. Spring Valley Road
Centerville, OH 45458

Mr. Richard Eastman
Greene County Engineer
615 Dayton-Xenia Road
Xenia, OH 45385

RE: Proposal - Wilmington Pike Widening

Dear Mr. Hoffman and Mr. Eastman:

Woolpert Consultants is pleased to submit to the City of Centerville and Greene County this proposal for preparation of final construction documents to widen Wilmington Pike. The final design will be based on the Preliminary Engineering Study prepared by Woolpert Consultants, dated October 1988.

This proposal is based upon the preliminary Scope of Services provided by Norbert Hoffman's letter dated June 22, 1990. A narrative Scope of Services which describes in detail the work to be performed is also included in the body of this proposal.

We propose to complete all work as outlined in this proposal for the lump sum fee of \$217,800 (Two Hundred Seventeen Thousand Eight Hundred Dollars). Also included in this cost is \$27,400 (Twenty Seven Thousand Four Hundred Dollars) for design of the bridge improvements over Little Sugar Creek, and \$8,800 (Eight Thousand Eight Hundred Dollars) for water and sewer line improvements for 17 lots between Whipp Road and Brown Road.

Woolpert Consultants can also provide construction staking for this project; however, this service is not included in this proposal price. The estimated range for construction staking is \$80,000 (Eighty Thousand Dollars) to \$95,000 (Ninety-five Thousand Dollars). If needed, construction management and inspection services are also available from Woolpert. The cost for these services would depend on the scope of service provided.

Mr. Richard Eastman
Mr. Norbert Hoffman
July 25, 1990
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This proposal is good for 60 days with the understanding that work would be completed within one year from our Notice-to-Proceed. The schedule attached to the Scope of Services defines our proposed work progress and includes assumed review periods.


If you need additional information or wish to discuss the project further, please contact me.

Sincerely,

WOOLPERT CONSULTANTS



Paul Gruner, PE
Partner



Jim Dobrowski, PE

PWG:djr
10-90159-01