

RESOLUTION NO. 2888
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN James Singer ON THE
21st DAY OF November, 1988.


A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF CENTERVILLE, OHIO AND LOCKWOOD, JONES & BEALS, INC., FOR ENGINEERING SERVICES TO WIDEN AND IMPROVE EAST WHIPP ROAD FROM STATE ROUTE 48 TO THE CENTERVILLE/KETTERING CORPORATION LINE.

THE MUNICIPAL OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement between the City of Centerville, Ohio and Lockwood, Jones & Beals, Inc. for engineering services to widen and improve East Whipp Road from State Route 48 to the Centerville/Kettering Corporation Line, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

SECTION 2. That this Resolution shall become effective immediately upon passage.

PASSED this 21st day of November, 1988.


Mayor of the City of Centerville,
Ohio

ATTEST:


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 that the foregoing is a correct and true copy of Resolution Number 28-88, passed by the Council of the City of Centerville, Ohio, on the 21st day of November, 1988.


Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CITY OF CENTERVILLE, OHIO
AGREEMENT FOR ENGINEERING SERVICES
EAST WHIPP ROAD

This Agreement No. ____ entered into at Centerville, Ohio this _____ day of _____, 1988 by and between the CITY of Centerville, acting by and through the City Manager, hereinafter referred to as the CITY, and Lockwood, Jones & Beals, Inc., a corporation, organized, duly licensed and existing under the laws of the State of Ohio for the practice of Engineering, hereinafter referred to as the CONSULTANT, with an office located at 1563 East Dorothy Lane, Kettering, Ohio 45429.

W I T N E S S E T H:

That the CITY and the CONSULTANT, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The CONSULTANT agrees to perform all engineering and adjunct services as may be authorized by the CITY in subsequent written authorization or authorizations to proceed with the preparation of detailed construction drawings, specifications and right of way plans and acquisition land descriptions suitable for the bidding and construction of a widened and improved East Whipp Road from SR. 48 to Kettering Corporation line and, also, the improvements to Marshall Road to make intersection with East Whipp Road. A specific listing of work is provided in the accompanying CONSULTANT's proposal package, titled Exhibit B.

CLAUSE II - WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT agrees to prepare and submit to the CITY within two (2) weeks after the CITY's issuance of an authorization to proceed, an acceptable work schedule applicable to the portion of the work selected by the CITY for total or partial performance.

The fundamental time elements of the work schedule are established as follows:

As shown on the Project Schedule, enclosed, which identifies sixteen months of time for the design including reviews.

The CONSULTANT agrees to submit the monthly invoice and two (2) copies of the monthly progress reports, on or before the fifteenth of each month, in a form and content acceptable to the CITY. The CITY shall pay said approved monthly invoices within 30 days. If such progress reports or payments reveal that the progress of the work is deficient, the CITY and the CONSULTANT shall ascertain the reason for the delay. Failure of the contracting and/or approving parties to complete their scheduled activities within the scheduled time period shall be cause for revision of the work schedule and may be cause for an adjustment of prime compensation or termination of this Agreement.

CLAUSE III - PRIME COMPENSATION

The CITY agrees to compensate the CONSULTANT for the performance of the work specified in this Agreement (except those elements of additional work which may or may not be authorized and compensated under CLAUSE IV) as follows:

FINAL PLANS DEVELOPMENT

Preparation of detailed construction plans as defined in Clause I.

Lump sum compensation in the amount of One Hundred Seventeen Thousand Eight Hundred Seventy-eight Dollars (\$117,878).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the CITY, may be added to or subtracted from under the guidelines contained in the Ohio Department of Transportation's manual "Specifications for Consulting Services", dated August 1977, Section 1.04.

Work expressly not included within CLAUSE I and not included in our stated fee, but would be done on an hourly basis if the work becomes needed, is as follows:

- Calculation of and preparation of plan sheet showing quantity splits between the CITY and Washington Township for a fee of \$1,900.
- Design of Hewitt/Whipp intersection traffic island modifications, as needed for inclusion in the plans, for a fee of \$3,200.
- Any retaining walls design
- Continuous street lighting
- Additional traffic studies or other engineering reports
- Field layout of proposed right-of-way acquisitions

CLAUSE IV - ADDITIONAL COMPENSATION

The CITY also agrees to compensate the CONSULTANT, in addition to the Prime Compensation established in CLAUSE III hereinabove, for provision of the following services if such services are authorized by proper modification of this Agreement and are requested by prior written authorization to proceed from the CITY:

- (a) Work identified in CLAUSE III as expressly not compensated within CLAUSE I.

(b) Preparation of Land Appropriation plats.

(c) Changes involving reduced or additional compensation:
As may be negotiated in accordance with Sub-sections
1.02, 1.03 and 1.09 of the Specifications.

CLAUSE V - INCORPORATION BY REFERENCE

The following document, or specified portions thereof, are hereby incorporated into and made a part of this Agreement No. _____ as though expressly rewritten herein:

(a) The CONSULTANT's proposal letter dated September 2, 1988.

CLAUSE VI - EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

(a) During the performance of this Agreement, the CONSULTANT agrees:

(1) That in the hiring of employees for the performance of work under this Agreement or for any subcontract related thereto, the CONSULTANT or Subconsultant 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 and available to perform work to which this Agreement relates, and,

(2) That the CONSULTANT, Subconsultant, or any person acting of behalf of the CONSULTANT or Subconsultant 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, and,

(b) In the event of the CONSULTANT's non-compliance with the provisions of this Clause, the CITY shall impose such contract sanctions as it may determine to be appropriate including but not limited to:

(1) Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or,

(2) Cancellation, termination or suspension of this Agreement, in whole or in part.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. ____ to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of the CONSULTANT and by the signature of the duly authorized City Manager.

LOCKWOOD, JONES & BEALS, INC.

William J. Dundas
Witness

By: John J. DeS
Title: Vice President

Attest

Darryl K. Kenning
City Manager

Approved as to form:

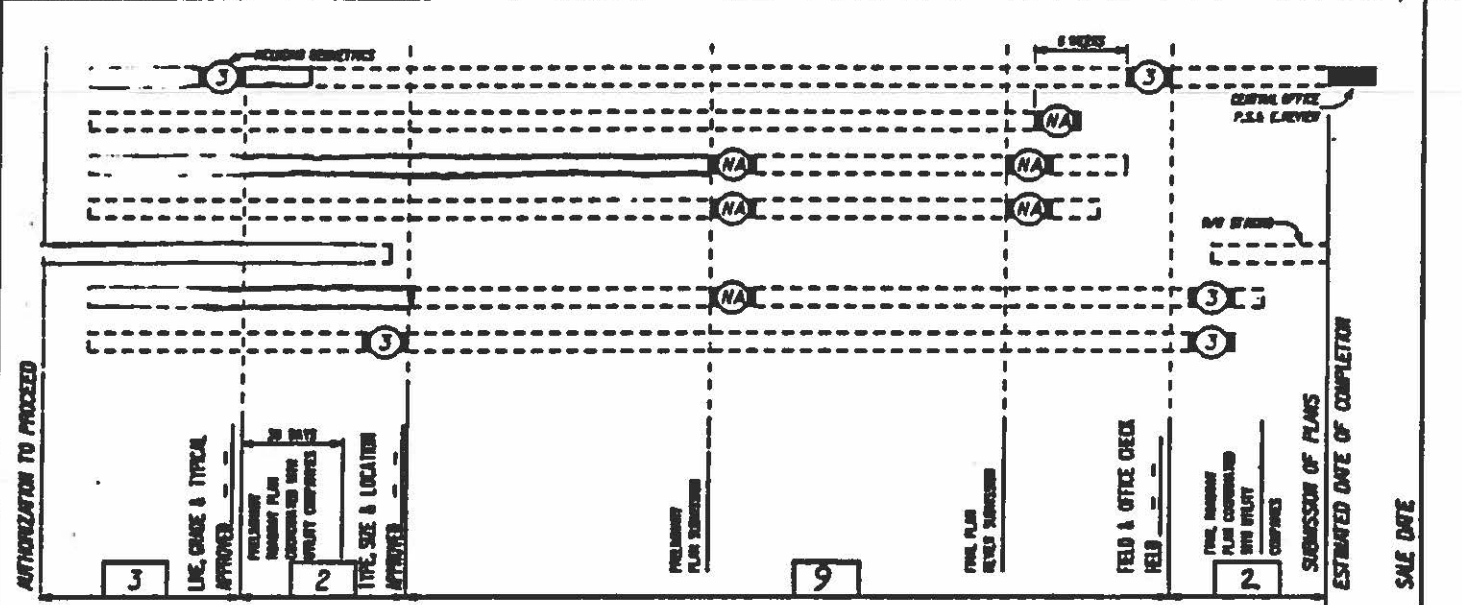
By: _____

Title: _____

INVOICE & PROJECT SCHEDULE-FINAL DEVELOPMENT PHASE

CONSULTANT LOCKWOOD, JONES & BEALS, INC. 1563 EAST DOROTHY LANE DAYTON, OHIO 45429 (513) 293-6967	AGREEMENT NO.	EMPLOYER TAX ID No. 31-1130919	COUNTY MONTGOMERY	ROUTE East Whi	SECTION pp Road	INVOICE No.
	ENVIRONMENTAL DOCUMENT APPROVED October, 1987		LENGTH 1.10 Miles	TDP CAT.	P.F. NO. REV.	PROGRESS REPORT NO.
	ENCUMBRANCE No. M IN28 (M)	STATE JOB NO. 08488 (0)	FED. PROJ. NO.	DATE		

PART 1 Contract Plans	Z	Z
ROADWAY	COMP.	ELEM.
TRAFFIC MAINTAINANCE		52
DRAINAGE & FLOOD HAZ.		4
SIGNING & STRIPING		7
SURVEYING & MAPPING		12
RIGHT OF WAY		10
STRUCTURES		15
		0



LEGEND
 NA - NOT APPLICABLE
 ○ - REVIEW TIME IN WEEKS AND
 □ - COMPLETION TIME IN MONTHS
BAR CHART SYMBOLS
 ■ - COMP. LAST INVOICE
 ▨ - COMP. THIS INVOICE
 □ - ANTICIPATED 30 DAY PRODUCTION

PART 2
Subsurface Investigation

Maximum Authorization
\$ 7,714.00

DATE AUTHORIZED MAY.20.1988

100	X COMPLETE	TOTAL MAX FEE AUTHORIZED	TOTAL AMT. DUE	AMT PREVIOUSLY SUB.	PAYMENT DUE THIS INVOICE
	X	\$ 110,164.00			

THIS INVOICE	DIRLABOR COSTS	INDIRLABOR RATE	INDIR COSTS	DIRLABOR COSTS	PAYMENT DUE	THRU	
	Ⓐ	X 135 %	Ⓑ	Ⓒ	THIS INVOICE	Ⓓ	
TOTAL PRIOR COSTS Ⓐ + Ⓑ + Ⓒ ; TOTAL SUBCOM COST INCURRED				NET FEE	X COMPLETE	PRORATA NET FEE	TOTAL PREV. INVOICED
				\$ 364.00	X		Ⓔ

PART 3
Quantity Splits

DATE AUTHORIZED

100	X COMPLETE	TOTAL MAX FEE AUTHORIZED	TOTAL AMT. DUE	AMT PREVIOUSLY SUB.	PAYMENT DUE THIS INVOICE
	X	\$ 1,900.00			

PART 4
Hewitt/Whipp Changes

Maximum Authorization
\$ 3,200.00

DATE AUTHORIZED

100	X COMPLETE	TOTAL MAX FEE AUTHORIZED	TOTAL AMT. DUE	AMT PREVIOUSLY SUB.	PAYMENT DUE THIS INVOICE
	X	\$ 417.00			

TOTAL ALL PARTS AUTHORIZED

100	TOTAL AMOUNT DUE ALL PARTS AUTHORIZED	X 100 =	PAYMENT DUE THIS INVOICE ALL PARTS



September 2, 1988

Mr. Norbert Hoffman, PE
City Engineer
100 W. Spring Valley Road
Centerville, Ohio 45458

Re: East Whipp Road, Final Design Phase
Engineering Proposal

Mr. Hoffman,

We have reviewed the data provided by the preliminary engineering report and have field inspected the site. On the basis of this data, our field visit and the Scope of Services Meeting Minutes, we have evaluated the surveying and engineering work necessary to prepare the detailed construction plans for this project. These plans will be prepared to meet ODOT and FHWA review and ODOT project bidding and construction inspection process.

We plan to work with two subcontractors on this project. Dayton Testing Laboratory, Inc. a local subsurface soils investigation firm will make the soil profile borings and we will draft the soil profile plan sheets. Mr. Richard Oaks, a well respected local traffic engineer, will do the traffic signal design, and assist our staff with lane lines, turn bays, signing and pavement markings while our staff will do all the necessary drafting.

We estimate that the project will require about 16 months to complete, when the ODOT review time is included, and thus the design work will primarily be done during 1989. The hourly rates shown in our detailed man-hour and cost estimates provided to you on the ODOT standard Final Design Phase estimating sheets reflect this time frame.

The total fees are shown in the proper locations of the ODOT forms but for ease of review, we have made this itemization.

Surveying	\$ 11,200
Roadway Plans	\$ 57,164
Drainage	\$ 7,900
Traffic Control	\$ 13,100
Traffic Maintenance	\$ 3,900

Right of Way	\$ 16,900
Subsurface Soils	\$ 7,714
	<hr/>
	\$117,878

1563 East Dorothy Lane
Kettering, Ohio 45429
TEL: 513-293-6967
FAX: 513-293-5850



East Whipp Road, Final Design Phase
Engineering Proposal
September 2, 1988
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This total fee is approximately 6% of the expected construction cost.

Lighting was estimated for major intersection locations only, which would be acceptable to ODOT.

Quantity calculations and summaries were estimated on the basis of no splits between political jurisdictions, if the quantity splits become necessary an additional fee of \$1,900 would be required.

The Hewitt/Whipp intersection located immediately to the east of the corporation line needs to have traffic islands and lane changes made to facilitate the revised traffic flow from improved East Whipp Road. The design of these changes and splitting of pay quantities would cost an additional \$3,200 of fee.

No man-hours have been estimated for additional public meetings or public hearings since ODOT and FHWA requirements were met during the preliminary engineering phase. However, we would provide plans and attend any such meetings that would become necessary.

If right of way staking becomes required during the right of way acquisition stage, our surveyors would provide this service on a \$600 per day basis.

We thank you for this opportunity to provide the City with our detailed lump sum fees for this project. We particularly look forward to completing the design of a project that we worked with over so many years.

Sincerely,

John J. Beals

JJB/bgs

NARRATIVE DESCRIPTION

EAST WHIPP ROAD

We intend to design a three lane roadway along the line and grade as set forth in the preliminary plan. Whipp Road will probably be 4 lanes wide at its approach to SR 48 (Main Street) and possibly be 4 lanes wide at its intersection with Marshall Road. The extra lanes will be determined from our peak hour traffic turn movements counts and projections. The street will have six inch exposure barrier curb for its entire length and also will have grass lawn and concrete walks within the fronting City corporation sections. By providing barrier curb in lieu of curb and gutter, an extra two foot of pavement width will be provided the curb lane making a safer location for through bicyclists. About 400 feet of Marshall Road reconstruction will also be necessary in order to provide 3 lanes on each approach and to meet grade.

Catch basins and a storm system will be provided to take storm water to the nearby creeks. A major box culvert will be placed at the existing creek crossing suitable to carry a 25 year storm before overtopping.

Due to the three lane roadway width decision, a considerable amount of existing lawn, trees and landscaping will be saved from the proposed construction.

Traffic signals will be provided for both major intersections. Marshall Road signals will be completely replaced and SR 48 will only receive additional heads, realignment on proposed lanes and perhaps support pole relocation.

The project will be designed for 35 MPH speed limits. Signing and pavement markings will be provided. A number of fire hydrants will be reset behind the proposed curb line. Traffic shall be maintained during construction via part-width construction technique.

All right of way acquisition calculations and parcel descriptions will be prepared for the entire project. Due to the 3 lane decision a large number of properties located in existing platted land will not be affected.