

RESOLUTION NUMBER 3-87

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN James S. Suter ON THE
16th DAY OF February, 1987.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF CENTERVILLE AND WOOLPERT CONSULTANTS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE RELOCATION OF WHIPP ROAD AT WILMINGTON PIKE IN THE CITY OF CENTERVILLE, OHIO.

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, to prepare Construction Drawings, Specifications, Complete Bid Documents and all required documentation that is necessary to proceed with a Special Assessment Project, for the relocation of Whipp Road between Overbrooke Drive and Wilmington Pike. 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 16th day of February, 1987.

Shirley F. Heintz
Mayor of the City of
Centerville, Ohio

ATTEST:

Marilyn J. Sautter
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 3-87, passed by the Council of the City of Centerville, Ohio, on the 16th day of February, 1987.

Marilyn J. Sautter
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
ENGINEERING AGREEMENT
FOR
WHIPP ROAD RELOCATION AT WILMINGTON PIKE

This Agreement No. _____ entered into at Centerville, Ohio this _____ day of _____, 1987, by and between the City of Centerville, Ohio, acting by and through the City Manager, hereinafter referred to as the City, and the Woolpert Consultants, hereinafter referred to as the Consultant. The Consultant, having an office located at 2324 Stanley Avenue, Dayton, Ohio, 45404, is duly licensed and existing under the laws of the State of Ohio for the practice of engineering.

WITNESSETH:

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

SECTION 1: SCOPE OF SERVICES

The Consultant agrees to prepare Construction Drawings, Specifications, and Complete Bid Documents for the relocation of Whipp Road between Overbrooke Drive and Wilmington Pike. The project limits along Wilmington Pike shall extend from a point approximately two hundred (200) feet North of the intersection of existing Whipp Road to a point approximately four hundred (400) feet South of the intersection of Feedwire Road, along existing Whipp Road from Wilmington Pike to a point approximately three hundred (300) feet West of Haxton Drive, and along Feedwire Road from Wilmington Pike to a point approximately four hundred (400) feet East. Attached to this document is a preliminary design of the project.

This project is a Special Assessment Project. The Consultant shall prepare all required documentation that is necessary to proceed with a Special Assessment Project.

The Consultant shall:

1. within sixty (60) days of the date of this Agreement, complete all engineering and submit to the City all Required Construction Drawings for the project,

2. within thirty (30) days of the date of this Agreement, prepare and submit to the City a Record Plat for dedication of all required Right of Way and Utility Easements,
3. prepare legal descriptions for public right-of-way and easement dedication,
4. be available for two (2) evening meetings with the Centerville City Council and one (1) evening meeting with the property owners,
5. coordinate with the City Staff on the design of the project,
6. draft all plans and maps at a scale of at least one (1) inch equals forty (40) feet,
7. survey and provide detailed topographic information within the project area,
8. provide detailed aerial photographs to the City within the project area,
9. design proposed Whipp Road as a five lane thoroughfare including a raised center median, curb, gutter, and sidewalks on a Right-of-Way having a width of Eighty-six (86) feet and according to the City Subdivision Regulations,
10. provide a justification and design for a traffic signal to be located at the intersection of proposed Whipp Road and Wilmington Pike,
11. design a waterline extension along proposed Whipp Road,
12. design a sanitary sewer crossing on proposed Whipp Road,
13. provide a landscape plan for the center median on proposed Whipp Road,
14. redesign existing Whipp Road as a residential street including curb, gutter and sidewalk on a Right-of-Way having a width of Fifty (50) feet and according to the City Subdivision Regulations (core samples of the existing Whipp Rd. pavement are not included in this contract),
15. design a storm sewer system for the project including existing Whipp Road,
16. design Wilmington Pike to provide left turn lanes at proposed Whipp Road and Feedwire Road,
17. design a temporary four (4) foot wide sidewalk along the West side of Wilmington Pike between Existing and Proposed Whipp Roads,

18. design of Feedwire Road at the intersection of Wilmington Pike,
19. provide an alternate design of Feedwire Road that requires no additional Right-of Way in Greene County,
20. provide a traffic maintenance plan during construction,
21. provide a street lighting plan,
22. provide twenty (20) sets of the complete bid document and construction drawings for the project,
23. provide justification for stormwater retention or the elimination of same for the project,
24. provide a cost breakdown between the City of Centerville and Property Owner,
25. provide a cost breakdown between the City of Centerville and Greene County, and
26. engineer all drawings and bid documents to comply with Centerville standards and specifications and not necessarily comply with all requirements of the Ohio Department of Transportation.

SECTION 2: PROGRESS REPORT

The Consultant agrees to submit a monthly progress report along with a monthly invoice, in a form and content acceptable to the City of Centerville. If such progress reports 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 stated time periods shall be cause for revision of the work schedule and may be cause for an adjustment of prime compensation or termination of this agreement.

SECTION 3: PRIME COMPENSATION

The City of Centerville agrees to compensate the Consultant for the performance of the work specified in this Agreement payable on a monthly basis. Total compensation for this project shall not exceed Forty-Eight Thousand (\$48,000.00) dollars.

SECTION 4: INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, is hereby incorporated into and made a part of the Agreement as though expressly rewritten herein:

- A. The City's Preliminary Design dated January 27, 1987.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement No. _____ to be executed as of the above written date by the signature of the duly authorized officer of the Consultant and the City.

WOOLPERT CONSULTANTS

Witness: _____ By: _____

Title: _____

CITY OF CENTERVILLE, OHIO

Attest: _____ By: _____
Darryl K. Kenning
City Manager

APPROVED AS TO FORM:

By: _____

Title: _____