

RESOLUTION NUMBER 6-87

CITY OF CENTERVILLE, OHIO

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

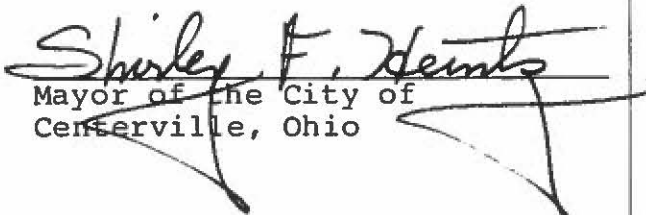
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF CENTERVILLE AND LOCKWOOD, JONES & BEALS, INC., FOR ENGINEERING SERVICES IN CONNECTION WITH THE WIDENING OF SOUTH MAIN STREET AND SPRING VALLEY ROAD IN THE CITY OF CENTERVILLE, OHIO.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES THAT:

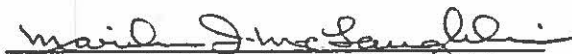
SECTION 1. The City Manager is hereby authorized and directed to do all things necessary to execute a Contract between the City of Centerville, Ohio, and Lockwood, Jones & Beals, Inc., to perform all engineering and adjunct services as may be authorized in subsequent authorization(s) to proceed for the preparation of detailed construction drawings and specifications and right-of-way plans and descriptions suitable for the bidding and construction of a widened South Main Street from Edenhurst to Sheehan Road and to Spring Valley Road between Madrid Estates Plat and the City's Administration Building frontage. 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.

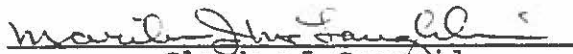

Mayor of the City of
Centerville, Ohio

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 6-87, passed by the Council of the City of Centerville, Ohio, on the 16th day of February, 1987.


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
SOUTH MAIN STREET AND SPRING VALLEY ROAD

This Agreement No. _____ entered into at Centerville, Ohio, this _____ day of _____, 1987, 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, Dayton, 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 for the preparation of detailed construction drawings and specifications and right-of-way plans and descriptions suitable for the bidding and construction of a widened South Main Street from Edenhurst to Sheehan Road. And also the widening of and improvements to Spring Valley Road between Madrid Estates Plat and the City's Administration Building frontage. A more complete listing of the work is as follows:

- Field Surveys
- Street Improvement Plans
- Storm Drainage System, Directed to Existing Waterways
- Culvert Extensions or Replacements
- Traffic Signal Design, Including Interconnect
- Traffic Signing and Pavement Markings
- Street Lighting at Two Intersections
- Waterline and Fire Hydrant Adjustments
- Sanitary Sewer Manhole Lid Elevation Adjustments
- Soil Borings Data Taken at 1,000 foot intervals
- Right-of-Way Plans, Calculations and Acquisition Descriptions
- Periodic Submission of Review Plans to Centerville
- Project Bid Documents, Specifications and Plans (20 sets),

Suitable for Taking of Bids and Construction

CLAUSE II WORK SCHEDULE & PROGRESS REPORTS

The Consultant agrees to prepare and submit to the City within two (2) weeks after the City's issuance of an authorization 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.

Twelve months.

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 of Centerville, hereinafter referred to as 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:

PHASE - FINAL DEVELOPMENT

Preparation of detailed construction plans as defined in Clause I.

Lump sum compensation in the amount of One Hundred Seventy-One Thousand Eight Hundred Dollars (\$171,800).

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 authority

of 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:

- Any retaining walls design
- Continuous street lighting
- 1,800 foot storm sewer outlet through Washington Township
- Additional traffic studies or other engineering reports
- Hump removal design 300 feet south of Sheehan Road or relocation of Sheehan Road
- Field layout of proposed right-of-way acquisitions
- Construction inspection work other than occasional site meetings
- Any ODOT requirements, including plan reviews, meetings, additional surveys, signal warrants, additional plan sheets, significant changes to the preliminary plans, etc.

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

- (a) Sections 1, 2 and 3 of the State's "Specifications for Consulting Services" dated August 1977.
- (b) The Consultant's two proposal letters dated December 29, 1986 and as revised January 12, 1987.

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

- (a) During the performance of this Agreement, the Consultant agrees to fulfill the requirements of Section 2.14 of the Ohio Department of Transportation's "Specifications for Consultant Services," and further 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 to perform work to which this Agreement relates, and,
 - (2) That the Consultant, Subconsultant, or any persons acting on 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,
 - (3) That the Consultant shall maintain an Ohio Department of Transportation approved written Affirmative Action Program for the employment and effective utilization of persons from the economically disadvantaged groups identified by Section 122.71 (E) (1) of the Ohio Revised Code, and shall annually file an updated Affirmative Action Program and a progress report on its implementation with the Department.
- (b) It is the policy of the Ohio Department of Transportation that minority business enterprises (MBE's), women business enterprises (WBE's) and disadvantaged business enterprises (DBE's) as defined in 49 Code of Federal Regulations Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the requirements of 49 Code of Federal Regulations Part 23 apply to this Agreement.
- (1) The Consultant agrees to ensure that eligible businesses as defined in 49 Code of Federal Regulations Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 Code of Federal Regulations Part 23 to ensure that eligible businesses have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, religion, sex or national origin in the performance of federally assisted contract.
- (c) 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 office of Consultant and by the signature of the duly authorized City Manager.

LOCKWOOD, JONES & BEALS, INC.

Witness: John S. Eiger

By: John J. Beals
Title: Vice President

Attest: _____

Darryl K. Kenning
City Manager

PROJECT SCHEDULE FINAL DEVELOPMENT PHASE

LEGEND
NA = NOT APPLICABLE

○ - REVIEW TIME IN WEEKS AND
□ - COMPLETION TIME IN MONTHS

CONSULTANT **LOCKWOOD, JONES & BEALS, INC.**

AGREEMENT NO.

RD. NO.

SECTION

PROGRESS REPORT NO.

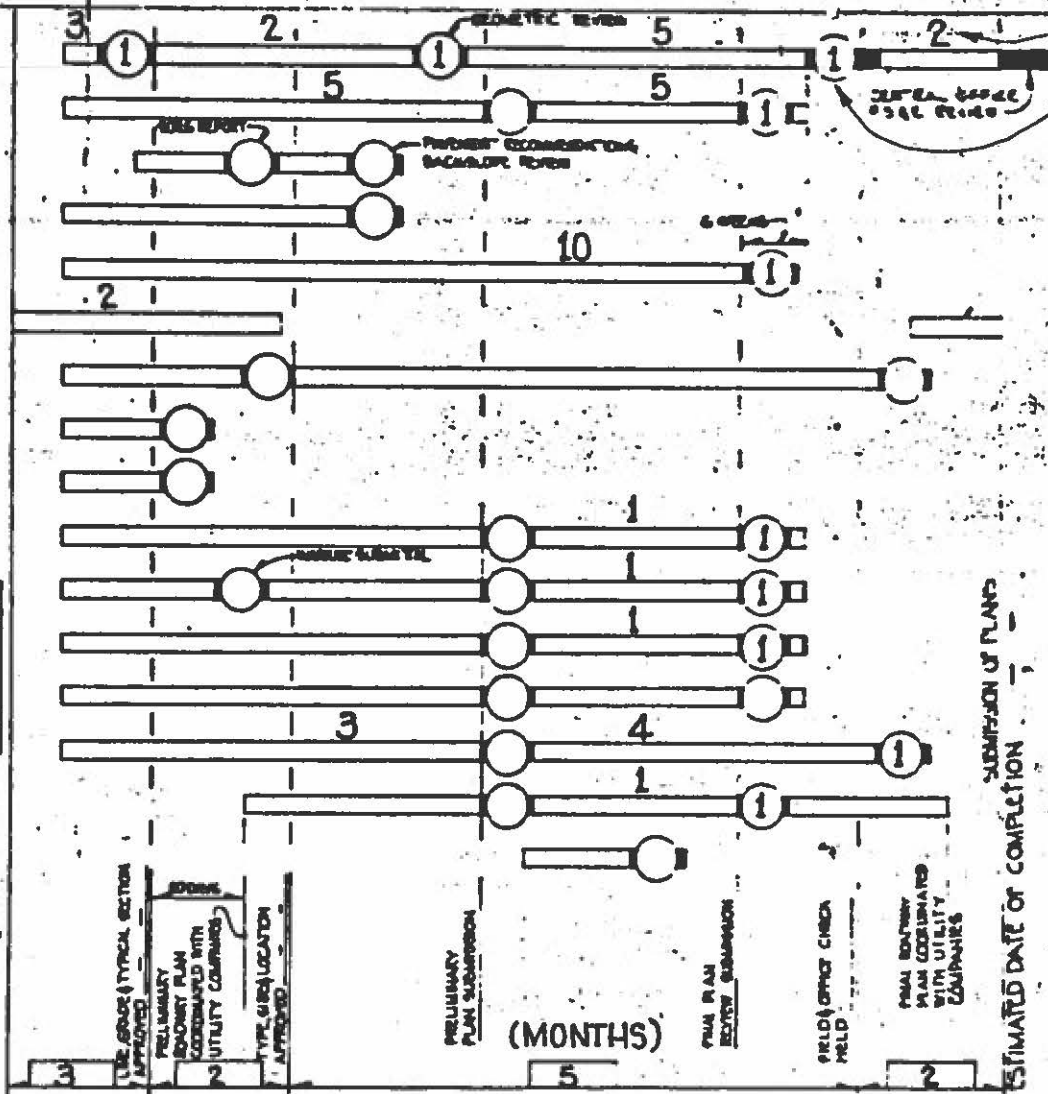
DATE **FEB. 2, 1987**

SOUTH MAIN ST. & SPRING VALLEY RD. CENTERVILLE

COMMENTS/PROBLEMS

IDENTIFY ANY AREA THAT MAY DELAY PROGRESS

ITEM	% ELEM.	% COMP.	PERIOD
ROADWAY	40		
DRAINAGE	5		
SOILS, SLOPES & PAVEMENT	3		
TRAFFIC			
TRAFFIC MAINTENANCE	8		
SURVEYING & MAPPING	18		
STRUCTURES			
FLOOD PLAIN STUDY			
RISK ANALYSIS			
LIGHTING	1		
TRAFFIC SIGNALS	4		
SIGNING & STRIPING	3		
ROADSIDE DEVELOPMENT			
RIGHT OF WAY	15		
BID DOCUMENTS & SPECIFICATIONS	3		
INPUT FROM PUBLICS			
TOTAL	100		



APPROVED PROGRESS REPORT NO. _____

LPA _____ DATE _____

DDO _____ DATE _____

APPROVED: ORIGINAL SCHEDULE

LPA _____ DATE _____

DDO _____ DATE _____

ACTUAL COSTS INCURRED THRU REPORTING PERIOD = _____ \$ _____ % FEE INCURRED

TOTAL MAXIMUM FEE AUTHORIZED = _____ \$ _____