

RESOLUTION NO. 8-79
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN James Singer ON THE 5th
DAY OF March, 1979.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN ENGINEERING AND ASSOCIATED DESIGN SERVICES (EADS) AND THE CITY OF CENTERVILLE, OHIO CONCERNING THE NORTH MAIN STREET SAFETY IMPROVEMENT PROJECT IN THE CITY OF CENTERVILLE, OHIO.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the Council of the City of Centerville, Ohio, hereby ratifies the action taken by the City Manager to execute an Agreement between Engineering and Associated Design Services (EADS) and the City of Centerville, Ohio, to provide engineering services from Loop Road to 400' north of Whipp Road including the Agreement for Engineering Services entered into at Centerville, Ohio, by and between the City of Centerville and EADS made the 17th day of January, 1978; a copy of the Agreement is attached hereto and incorporated herein, marked Exhibit "A".

SECTION 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED this 5th day of March, 1979.

Victor A. Green
Mayor of the City of Centerville, Ohio

ATTEST:

Marion J. Schaubert
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 the foregoing to be a true and correct copy of Resolution No. 8-79, passed by the Council of the City of Centerville, Ohio, on the 5th day of March, 1979.

Marion J. Schaubert
Clerk of the Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

ENGINEERING SERVICES AGREEMENT
BETWEEN

City of Centerville
100 West Spring Valley Road
Centerville, Ohio 45459

AND

EADS
P. O. Box 1319
1126 Eighth Avenue
Altoona, PA 16603
(814) 944-5035

(Client's Name & Address)

The scope of work to provide Engineering Services from Loop Road to 400' North of Whipp Road including the AGREEMENT FOR ENGINEERING SERVICES entered into at Centerville, Ohio, by and between the City of Centerville, Ohio, an Ohio municipal Corporation and EADS made the 17th day of January, 1978, and described as follows:

1. Complete final design plans and Bid Documents for the South Project (Loop Road to North Village Drive).
2. Prepare an HHS report which will satisfy the State and Federal Review Team for the North Project (North Village Drive to 400' North of Whipp Road including both Whipp Road Approaches), including accident and BCA analysis.
3. Complete final design plans and Bid Documents for the North Project.
4. Attend all necessary meetings including:
 - (a) Public Meetings for the North Project including the preparation of all exhibits.
 - (b) Team Review meetings to present and finalize HHS report of North Project.
 - (c) Design plan review prior to finalizing.
5. Preparation of any additional reports, evaluations and/or other requirements by the Ohio Department of Transportation in order to complete the North Project.
6. Provide a monthly written progress report to the City. An exact written account of all time spent on all work items should be kept and, upon request, made available to the City of Centerville.

INCORPORATION BY REFERENCE: All documents including any and/or all Ohio Department of Transportation requirements or rules concerning specifications for consulting services, or specified portions hereof, are hereby incorporated into and made a part of this Agreement.

The fee shall be based on salary cost times a multiplier of 2.1 plus out-of-pocket expense with a "Not to Exceed Limit" of \$65,000.00.

The above sum of \$65,000.00 for Engineering Services includes any/all charges which are necessary to complete the North and South Project. No additional costs will be paid by the City of Centerville due to omissions or oversights made by the Consultant Engineers (EADS) in estimating their services.

Additional services performed by the Consultant Engineers (EADS) for the City of Centerville not established hereinabove, involving additional compensation from the City of Centerville must have prior written Authorization to Proceed from the City of Centerville.

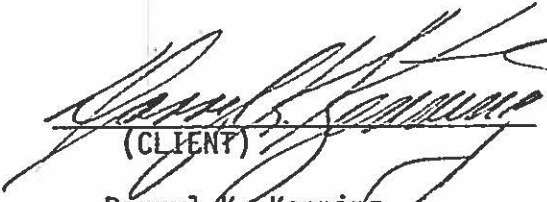
(Scope of Work)

(Compensation)

The City of Centerville reserves the right to terminate the Contract after consideration by the Ohio Department of Transportation Review Team. If the Review Team establishes that the North Project is not feasible, a maximum payment of \$4,300.00 will be due to the Consultant Engineers (EADS).

Within 7 days after the execution of this agreement, Centerville shall authorize the Consultant Engineers (EADS) to commence rendering the services and diligently perform them and complete said services no later than 90 days (45 days for the HHS report) after the date they were authorized to commence by Centerville.

THIS AGREEMENT SHALL INCLUDE THE STANDARD TERMS AND CONDITIONS AS LISTED ON THE REVERSE SIDE HEREOF.

BY 
(CLIENT)
Darryl K. Kenning
City Manager

BY _____
(EADS)
John E. Young
Vice President

DATE 2/26/79

DATE _____

STANDARD TERMS AND CONDITIONS

1. TECHNICAL PAYROLL COST consists of salary and budgeted fringe benefit costs per hour for each employee assigned to perform scope of work functions for the project, multiplied by his hours of work thereon (premium payments made by EADS to non-exempt employees for overtime work, in accordance with the prevailing wage and hour laws, will be billed without applying the multiplier unless overtime is authorized by client.)
2. OUT-OF-POCKET EXPENSES include, but are not limited to: relocation; travel and living expenses of EADS' employees when engaged on the project away from their home office; long distance telephone and telegraph charges and the following:

Printing and reproduction, electronic data processing, laboratory analyses performed by EADS and the use of EADS' electronic distance measuring equipment and/or vehicles, which shall be charged in accordance with EADS' standard rates prevailing at the time such services are rendered or such equipment and/or vehicles are used.

The services of approved outside consultants or specialists, which shall be charged at the cost of such services to EADS, plus ten percent (10%).
3. EADS shall not undertake any contractual duty or liability to indemnify any party.
4. Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained. In the event that any payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the legal rate of interest, whichever is less.
5. If the AGREEMENT is not signed and accepted within ninety (90) days, EADS reserves the right to review, revise, and/or withdraw the AGREEMENT.
6. The AGREEMENT may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, EADS shall be compensated for work performed up to the date of termination, plus reasonable termination costs. Upon final payment to EADS, all finished or unfinished documents prepared to the date of termination shall become the property of the client and shall be turned over to same by EADS.
7. In no event shall EADS be liable for special, indirect, or consequential damages.
8. The Client agrees to limit EADS' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the EADS' professional negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000, or the Engineer's total fee for services rendered under this contract, whichever is greater.