

RESOLUTION NO. 7-78
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J. R. Staur ON THE 5th
DAY OF January, 1978.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH BURGESS & NIPLE LIMITED,
CONCERNING THE IMPROVEMENT OF THE MAIN STREET/FRANKLIN
STREET INTERSECTION IN THE CITY OF CENTERVILLE, OHIO

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed
to enter into an Agreement with Burgess & Niple Limited, relating to the
improvement of the Main Street/Franklin Street intersection in the City of
Centerville, Ohio, a copy of which is attached hereto, marked Exhibit "A"
and made a part hereof.

PASSED this 5th day of January, 1978.

Victor Green
Mayor of the City of Centerville, Ohio

ATTEST:

Marilyn J. Sandell
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 a
Resolution passed by the Council of the City of Centerville, Ohio, on the
5th day of January, 1978.

Marilyn J. Sandell
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

AGREEMENT FOR ENGINEERING SERVICES

This agreement is entered into at Centerville, Ohio, by and between the City of Centerville, Ohio, an Ohio municipal corporation (hereinafter "Centerville") and Burgess and Niple Limited, (hereinafter "Engineers") and is made this _____ day of _____, 19 ____.

WITNESSETH:

Whereas, Centerville is proposing to cause to be undertaken certain engineering services which require engineering skill and technical learning which services are described in Exhibit "A" attached hereto, incorporated herein and titled "Scope of Engineering Services"; and

Whereas, the Engineers have the requisite engineering skill and technical learning to provide said engineering services; and

Whereas, the law of the State of Ohio does not require competitive bidding when a municipality is contracting for services requiring engineering skill and technical learning; and

Whereas, the Engineers propose to provide the engineering services described in Exhibit "A";

NOW, THEREFORE,

In consideration of the benefits mutually accruing to the parties, they agree as follows:

Section 1. In consideration of payments to be made by Centerville to the Engineers in accordance with the "Schedule of Payments" attached hereto as Exhibit "B" and incorporated herein, the Engineers agree to perform the engineering services described in Exhibit "A".

Section 2. Centerville agrees to provide to the Engineers all aerial photographs, plats, maps, plans, reports, studies, records, traffic volume data, survey notes, or other information pertinent to the engineering services to be performed which are in the possession of Centerville. In addition, Centerville agrees to assure the Engineers access to the project site at all times during the life of this agreement to the extent that Centerville has the right to provide such access.

Section 3. The Engineers agree to furnish one or more representatives to attend any meetings with representatives of Centerville or others called with respect to the scope of engineering services to be provided hereunder during the term of this agreement.

Section 4. Within 10 days after the execution of this agreement, Centerville shall authorize the Engineers to commence rendering the services provided for in Exhibit "A" and the Engineers shall then commence said services and diligently perform them and complete said services no later than 90 days after the date they were authorized to commence by Centerville.

Section 5. As a part of their duties hereunder, the Engineers agree to provide professional engineering services to develop construction contract plans for carrying out the project which is intended to result from said services.

Section 6. If required by Centerville under Exhibit "A", the Engineers agree to assist Centerville during any bidding phase of the project resulting from the services with disbursement of the plans, specifications, and bidding documents to prospective bidders at the bidder's cost; assistance in the bid lettings; tabulation of bids and assistance in making awards for construction contracts and in the preparation of contract documents.

Section 7. If required by Centerville under Exhibit "A", the Engineers shall:

- A. Provide engineering services during construction of the project resulting from the engineering services.
- B. Make periodic visits to the site to observe the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the contract drawings and specifications.
- C. Keep Centerville informed of the progress of the work and endeavor to guard Centerville against defects and deficiencies in the work of the contractor.
- D. Prepare and submit proposed contract change orders when applicable.
- E. Submit a monthly report to Centerville covering the general progress of the job and describing any problems or factors contributing to delay.
- F. Review and approve the contractor's schedule of amounts for contract payment.
- G. Certify partial payments to contractors.
- H. Prepare "as-built" drawings after completion of the project.
- I. Perform a pre-final inspection of the completed construction and as a result, prepare a list of items to be corrected (if applicable).
- J. Perform a final acceptance inspection and advise Centerville whether or not to accept the work as performed by the contractor, or subcontractors.
- K. Provide one resident engineer and/or inspector in order to provide more extensive representation at the project site during construction in order to provide further protection for Centerville against defects and deficiencies in the work, but the furnishing of such resident engineer and/or inspector shall not make the Engineers responsible for the contractor's failure to perform the construction work in accordance with the contract drawings and specifications.
- L. Perform all necessary traffic counts.
- M. Provide Centerville with a High Hazard Study Report.
- N. Field survey to establish the location of property lines, existing trees, utility lines, fences, etc., and any and all other features which might influence the design of the project. This is to include the setting of a sufficient number of reference points and benchmarkers so that the successful bidder can restore the centerline and proceed with work and staking after award of contract.

The Engineers shall not be responsible for the acts or omissions of the contractor, subcontractor, or any of the contractor's or subcontractor's agents or employees or any other person performing any of the work under the construction contract. The Engineers will not be responsible for the construction means, methods, techniques, sequences or procedures or the safety precautions incident thereto.

Section 8. This agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing signed by both parties.

Section 9. The respective rights and duties of the parties hereunder are not assignable without the written consent of both parties.

Section 10. The parties agree that time is of the essence in the performance of all duties hereunder.

Section 11. This agreement shall be construed in accordance with the laws of the State of Ohio.

In Witness Whereof, the parties hereto, each acting through authorized representatives, have executed this agreement in duplicate on the day and year first aforesaid.

WITNESS:

CITY OF CENTERVILLE, OHIO

by

Darryl K. Kenning
City Manager

Engineers

Approved as to form
City of Centerville, Ohio

by

Robert N. Farquhar
Municipal Attorney

EXHIBIT A

SCOPE OF ENGINEERING SERVICES
FOR THE FRANKLIN AND MAIN STREET
INTERSECTION IMPROVEMENT PROJECT

The ENGINEERS agree to provide professional engineering services to develop construction contract plans for improving traffic operations at the project site. A variety of mutually dependent services will be provided to accomplish the design of the proposed improvements.

Improvements to be included in the construction contract plans are:

- A. Increasing the turning radius of the northeast corner and relocating the sidewalk.
- B. Lowering waterlines in the project area if necessary.
- C. Planning pavement surfaces on all four legs of the intersection and resurfacing if necessary.
- D. Mounting of optically programmed signal heads on mast arm poles.
- E. Installation of a controller capable of interconnection with other traffic signals to provide vehicular progression and preemption by emergency vehicles.
- F. Installation of loop detectors and associated equipment to optimize signal phasing.
- G. Additions and revisions to pavement markings and signs required by traffic operation improvements.
- H. Revisions to existing parking on both Franklin and Main Streets and in the alley north of Franklin Street and west of Main Street.

To develop these improvements, the Engineers agree to provide professional engineering services as follows:

- A. Field survey of topography, right-of-way, and utilities and traffic volume turning movement counts.
- B. Analysis of traffic operations and parking.
- C. Two public involvement meeting presentations.
- D. Development of roadway, pavement, drainage, waterline, and traffic control plans.
- E. Development of right-of-way plans and writing of descriptions.
- F. Develop specifications for the improvements utilizing the general specifications of the Southwestern Ohio Engineering Association, where applicable.
- G. Make an estimate of construction cost.

EXHIBIT B

SCHEDULE OF PAYMENTS

The City agrees to pay the ENGINEERS for services set forth in this agreement as follows:

For work of all personnel, except resident engineers and/or inspectors: Payroll cost times 2.0, plus actual cost of non-salary expenses.

For resident engineers and/or inspectors: Payroll cost times 2.4, which includes resident inspector's expenses.

Payment for professional services under this agreement shall not exceed the sum of \$17,300. However, in the event of unforeseen circumstances or delays beyond the control of the ENGINEERS, not contemplated when this agreement is executed, the maximum amounts may be reappraised and adjusted by mutual agreement between the CITY and the ENGINEERS.