

RESOLUTION NO. 578
CITY OF CENTERVILLE, OHIO


SPONSORED BY COUNCILMAN Russell Sweetman ON THE 5th DAY OF
January, 1978.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ENGINEERING AND ASSOCIATED DESIGN SERVICES, CONCERNING THE NORTH MAIN STREET SAFETY IMPROVEMENT PROJECT IN THE CITY OF CENTERVILLE, OHIO.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

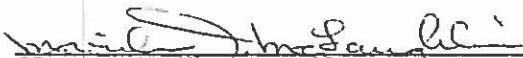
Section 1. That the City Manager is hereby authorized and directed to enter into an Agreement with Engineering and Associated Design Services, relating to the North Main Street safety improvement project in the City of Centerville, Ohio, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

PASSED this 5th day of January, 1978.



Mayor of the City of Centerville, Ohio

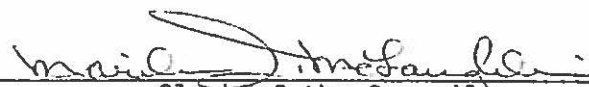
ATTEST:



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



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 Engineering & Associated Design Services _____, (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 CENTERVILLE NORTH MAIN STREET
IMPROVEMENT, 1978

The ENGINEERS shall prepare (1) High Hazard Study Report (H.H.S.R.) and (2) Final Design Construction Drawing, Plans, Specifications and Estimates (P.S. & E.) for North Main Street (S.R. 48) from approximately Loop Road intersection and/or terminus of I-675 project, to Whipp Road intersection.

The Engineer's fee shall be based on salary cost times a multiplier of 2.1 plus a net fee of ten percent (10%) with a Not to Exceed Limit.

1. High Hazard Study Report (S.R. 48) Fireside Drive to Whipp Road.
 - a. The report will be similar to the Engineer's H.H.S.R. for Miami County, County Road 25-A, a copy of which was furnished to Centerville.
 - b. A Program Form (P.F.) will be completed by the Engineer.
 - c. An Environmental Assessment submitted will be prepared by the Engineer.
2. Final Design Plan, Specifications and Estimates (S.R. 48) Loop Road to Whipp Road.
 - a. Field survey to establish the location of the property lines, existing trees, utility lines, fences, etc., and any and all other features which might influence the design of the roadway. It shall include setting of a sufficient number of reference points and benchmarks so that the successful bidder can restore the centerline and proceed with work and staking after the contract is awarded.
 - b. A proposal showing what alternatives exist to improve visibility and traffic conditions along North Main Street (S.R. 48). A recommendation as to the feasibility and desirability of alternative solutions. Particular attention must be given to the installation of a traffic signal at the Fireside Drive intersection.
 - c. The Engineer will attend two (2) design meetings with ODOT for Line, Grade and Typicals (LG & T) and Field and Office Check (F & OC). The Engineer will also attend one (1) public meeting. The Engineer will also prepare on an aerial photograph the planned design for viewing purposes. The Engineer will attend one (1) Utility Meeting with ODOT and the affected utility companies.
 - d. The construction Plans, Specifications and Estimates (plans, profiles, cross sections, typicals, signing and striping, traffic signal detail sheets, computations quantities, general notes, side roads and summary sheets) sufficiently detailed to be included in bid documents. Contact with utility companies is required to assure location, cost of relocations, etc., for any lines which might be affected by this project. Ten (10) sets of prints and one (1) reproducible copy (mylar or equal) of the construction drawings shall be supplied to the City as part of this engineering design contract.

- e. Construction drawings to include the intersections of Loop Road, Fireside Drive, North Village Drive, Boundbrook Drive, Shadybrook Drive, and Whipp Road, and any additional features outside the actual boundaries of this project which might be necessary to assure a smooth transition between existing and proposed improvements.
- f. Traffic counts, including turn movements, are to be part of the contract. The plan should show the location of the proposed centerline and demarcation of traffic signs and pavement markings. If lighting of certain areas is suggested, then the plan should also show all features necessary for installation of such fixtures.
- g. Traffic signals must be of the interconnecting type and capable of being converted to external control by mobile emergency vehicles, if and when desired by City.
- h. Based on the Engineer's experience and judgment of what will be required by ODOT, the following items are not included in the scope of work:
 - 1. Drainage calculations. The Engineer has assumed the replacement of existing drainage facilities will be based on "Replacement in Kind".
 - 2. Roadway lighting is not anticipated.
 - 3. Landscaping plan will not be required, however, seeding, mulching and sodding will be a roadway item.
 - 4. No new right-of-way will be required, therefore, no right-of-way plans are anticipated.
 - 5. No utility plans will be required.
 - 6. No overhead sign supports are anticipated, however, regulatory and advisory signs will be shown on the signing plans.

EXHIBIT B

SCHEDULE OF PAYMENTS

The following cost schedule shall be implemented. All costs quoted are "Not To Exceed Figures". The Engineer's fee shall be based on salary cost times a multiplier of 2.1 plus a net fee of ten percent (10%) with a Not To Exceed Limit.

(a) Field Survey and/or aerial photography	\$5,200
(b) Consultant Contract Work, including consultation with adjacent property owners, attendance of public meetings, (public hearings), preparation of all exhibits and maximum effort by the consultant to obtain outside funding for all parts of the project.	2,000
(c) Preparation of Bid Documents	21,300
(d) Other Expenditures, including High Hazard Study Report which will satisfy the State and Federal Review Team, including the sections of Main Street (S. R. 48) between I-675 and North Village Drive, and also the section of Main Street (S.R. 48) between North Village Drive and Whipp Road (included).	3,500
	<hr/>
	\$32,000

Total Amount not to exceed \$32,000.