

RESOLUTION NO. 4-78

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Jeffrey Siler ON THE 5th  
DAY OF January, 1978.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JOHN W. JUDGE ENGINEERING COMPANY, CONCERNING THE IMPROVEMENT OF THE INTERSECTION OF EAST FRANKLIN STREET AND CLYO ROAD 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 John W. Judge Engineering Company, relating to the improvement of the intersection of East Franklin Street and Clio Road 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

CERTIFICATE

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 John W. Judge Engineering Company, (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 EAST FRANKLIN STREET/  
CLYO ROAD INTERSECTION IMPROVEMENT  
PROJECT

1. The ENGINEERS shall design and prepare plans and specifications for the East Franklin Street/Clyo Road intersection improvement project.
2. All services performed by the CONSULTING ENGINEERS are to be performed as set forth in the Code of Professional Practice of the Ohio Society of Professional Engineers as follows:
  - a. Establish all necessary data in the field and/or use aerial photography to design and improve geometric layout of the intersection, and make changes to the existing traffic control devices.
  - b. Prepare a complete set of bid documents, plans, and written specifications, sufficiently detailed to be advertised which will include (1) installation of a traffic signal which shall be compatible and incorporated at a future date in a coordinated signal system, and for all ancillary equipment; (2) new geometric layout of intersection within the limits shown on enclosed sketch; (3) plan(s) showing proposed changes in street grade, removal of existing poles or obstructions, layout of new turn lane, etc.; (4) furnish ten (10) sets of bid documents and one mylar copy of drawings.
  - c. Traffic counts and/or any other work deemed to be necessary for design of intersection.
  - d. Furnish copies of survey notes, design calculations, reports, plans and specifications, including reproducible mylar tracings to the CITY. Original documents and survey notes are to remain property of the CONSULTING ENGINEERS except the original mylar drawings are to become the property of the CITY.
  - e. Meet with representatives of the CITY when requested or necessary.
  - f. The specific design location and limits of the Project will be defined at the beginning of the Project by the CITY.
  - g. The design criteria and standards to be used to design the Project will be designated by CITY.
3. The documents designated as Appendix A shall be a part of this contract.
4. It is mutually agreed by the CITY and the CONSULTING ENGINEERS:
  - a. That the CITY shall bear the cost of all inspection, tests, or other investigations during the course of construction, and the cost of any permits required by a governmental agency.
  - b. The City of Centerville will provide all additional services not outlined in this proposal such as construction surveying, inspection and supervision of construction.
  - c. The City of Centerville will be responsible for any soil exploration and tests required to design the Project.

EXHIBIT B

SCHEDULE OF PAYMENTS

The compensation to be paid for such services pursuant to this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000) and shall be paid by the CITY within ten (10) days after completion of each phase as listed below:

Completion of Survey	20%
Completion of Design and Plans	50%
Completion of Estimate and Specifications	30%

as provided herein from the Permissive Tax and/or Bond Levy Funds under authority of Resolution No. \_\_\_\_\_.

It is further agreed that the CITY will reimburse the ENGINEERS for any additional services required by virtue of a change order signed by the City Manager, payments to be made from time to time and to cover the amount of the payroll incidental to such service plus 100% for overhead and profit, and the net cost of all other expenses incidental to this service and approved by the CITY.