

ORDINANCE NO. 14-39

By Mr. O. F. Rehn

Employing the Jennings-Lawrence Company as engineers for a period of one year beginning January 1st, 1939 and ending December 31st, 1939.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO: Three-fourths of all members elected thereto concurring:

Section 1. That The Jennings-Lawrence Company, a corporation under the laws of the State of Ohio, with its place of business at Columbus, Ohio, be and the same is hereby employed as engineers for the City of Bexley for the term beginning January 1st, 1939 and ending on the 31st day of December, 1939, said engineering services to cover the duties set forth in the contract, a copy of which is as follows, and the compensation therefor to be in said contract set forth, to-wit:-

"CONTRACT"

This agreement made this March 28 ¹⁹³⁹ by and between THE JENNINGS-LAWRENCE COMPANY, (a corporation under the laws of the State of Ohio) of the City of Columbus, Ohio, Engineers, party of the first part (hereinafter designated as the Engineers) and the City of Bexley, Franklin County, Ohio, party of the second part, hereinafter designated as the City):

WITNESSETH that the Engineers in consideration of the fulfillment of the agreements herein made by the City, agree with said City as follows:-

ARTICLE 1. The Engineers under the direction and to the satisfaction and approval of the City agree to furnish such professional services in connection with the preparation of plans, specifications and supervision as may be required by said City for paving, constructing sidewalks, or otherwise improving various streets and alleys in the City of Bexley, Ohio, and in connection with the preparation of such plans, specifications and supervision as may be required by said City for the construction of extensions or improvements of the sanitary or storm water sewer systems, the

water distribution system, or the street lighting system; it being understood that the services to be furnished are to include and consist of the following:

FIRST:--The necessary field work and preparation of such plats, profiles, drawings and detail plans, estimates and full specifications as may be required for the character, and class of improvement to be made, it being understood that if the improvement is by paving that the Engineers are to prepare estimates upon various types, if so required, to enable the City to determine the kind of improvement to be made, and if so required, the plans and specifications shall be so drawn as to permit of receiving bids upon three distinct classes or types of improvement, such as asphalt, concrete and brick, it being understood that with each of the improvements above mentioned, there shall be included proper provision for curbs, gutters, sidewalks, drainage, and all matters necessary to properly finish the streets to be improved and to protect same.

The Engineers shall furnish the City three (3) complete copies of the plans and specifications, free of charge, on each improvement.

SECOND:--Following the preparation of plans and specifications, the Engineers are to supervise the execution of the work; this supervision to consist of the general oversight of the work, directing and instructing the inspectors, staking out the work, and the furnishing of the necessary information of the contractors executing the work, with relation of grades, lines, etc., it is understood that the inspectors shall be appointed by the Engineers, subject to the approval of the City, and that the wages of said inspectors are to be paid direct to them by the City, or their wages shall be included in the bid of the contractor, who shall pay same through the Engineer upon presentation of the proper itemized bill. Such inspectors are to be subject to suspension or discharge by the Engineers or City for cause. Laboratory testing of material to be paid

for by the City.

It is also understood and agreed that the Engineers are to furnish the necessary engineering data to the Solicitor which may be required in the preparation of any and all documents (assessing ordinances included) required under the Statutes of Ohio pertaining to municipalities in the execution of work of this kind; that the Engineers are to attend the regular meetings of the Council when so required, and that their services during the continuation of this contract are to be rendered at the call of the City in connection with the work covered by this contract.

It is also understood and agreed that, upon instructions from Council, the Engineers will furnish the necessary engineering services in connection with miscellaneous projects or investigations involving engineering service, not covered by the above sections of this contract, for which the City will pay as follows:

For field party of three (3) men.....	\$33.00 per day
For field party of two (2) men.....	25.00 " "
For one (1) man in office or field.....	1.80 per hr.

It is also understood and agreed that the Engineers are also to furnish the Council and citizens, without charge, such information as may be of record in their office regarding gas, water and sewer connections, sidewalk locations and grades or other utility locations.

ARTICLE II. It is mutually agreed between the parties hereto that the sum to be paid the Engineers by the City for the services above described shall be an amount equal to Five Percent (5%) of the actual cost of all improvements enumerated above, said percentage to be divided as hereinafter stated, viz.

Preliminary Work: For the necessary field work and preparation of such plats, profiles, drawings and details, estimates and full specifications, contracts and proposal forms for all improvements, enumerated above, the Engineers shall be paid an amount equal to Two percent (2%) of the estimated cost of such improvement, and in case estimates and specifications are made on more than one type, then the amount upon which the percentage is based shall be

the average of the amounts fixed by the Engineers as the estimated cost of the several types of construction contemplated for which said plans and specifications have been prepared; it is understood, however, that in the final adjustment or settlement, to be made promptly after such construction is completed and such actual cost is available, the compensation for the work done in preparing plans, etc., shall be based on Two Percent (2%) of the ACTUAL COST of construction and the compensation to said Engineers shall be adjusted accordingly.

Construction Work: For staking out and supervising the work, making monthly estimates and final estimates for payment to the contractor, calculating and making the proper assessment sheet on completion of the work, etc., the Engineers are to be paid an amount equal to Three Percent (3%) of the ACTUAL COST of the improvement.

It is to be understood that all plats, plans, and specifications filed with the Clerk before January 1, 1939; shall be paid for under the contract existing at that time. Plans, specifications, etc., filed after January 1, 1939 shall be paid for under the schedule as hereinabove given. Supervision on all contracts let prior to January 1, 1939 shall be paid for under the agreements of the then existing contract, and supervision on contracts let after January 1, 1939 shall be paid for under the schedule as hereinabove given.

It is further understood and agreed that the payments above described shall be made by the City to the Engineers in current funds, as follows:

The fee of Two Percent (2%) charged for plans, specifications and estimates, shall be due and payable when the plans, specifications and estimates are on file with the Clerk, but payment of fees due on plans for improvements which are to be financed from special funds may be deferred until such special funds are available, provided such payment is not deferred for

a period greater than six (6) months following the filing of such plans. Upon the expiration of such six (6) months period, the Engineers shall be paid the fee for plans from any fund available. The fee for supervision shall be paid in installments on or about the first of each month as the work of construction progresses, the amount to be paid each month to be based upon the value of the work executed during the month preceding, as determined by the Engineers' monthly estimates of the work done.

It is further understood that the fee of Three Percent (3%) above fixed for the supervision of any improvement contemplates that the work contracted and to be executed under the Engineers' supervision shall be completed within the time specified in the contract between the City and the contractor, and if not so completed, then the Engineers shall be entitled to an extra compensation for said services of supervision, said compensation to be a fee of \$10.00 per day for each and every working day after the original completion date until the actual completion of the contract by the contractor; said working days to be every calendar day, Sundays and Legal Holidays excepted.

It is further understood and agreed that should the work be closed for the season or for good and sufficient reasons by order of the City or Engineers, then the period of such suspension shall not be considered as working days within the meaning of this clause.

ARTICLE III. It is further mutually agreed between the Engineers and the City, that this contract shall supersede and take the place of any and all other previous contracts covering Engineering work between said parties; that it shall continue in force for the period of one year, terminating December 31, 1939, but shall be subject to cancellation at any time by either party for just and sufficient cause; providing, however, that upon the termination of this contract the City shall pay the Engineers the amount, if any, due them for the work done up to date.

Realizing the advisability of having duplicate records in the

City Office, as well as the records in the Engineers files, it is further agreed for this purpose that the Engineers will at any time furnish the City with reproductions of any tracings, drawings, field notes or other documents at the actual cost of reproduction.

ARTICLE IV. The said first parties for themselves, their successors and assigns, and the said second party for itself does hereby agree to the full covenants herein contained.

IN WITNESS WHEREOF they have hereunto affixed their signatures the day and year first above written.

THE JENNINGS-LAWRENCE COMPANY

By _____
General Manager

CITY OF CLEVELAND, OHIO

By *A. Schneider*
Mayor

By _____
Auditor

I hereby approve the form of the above contract.

Solicitor

AUDITOR'S CERTIFICATE

It is hereby certified that \$1,000.00 to meet the contract agreement, obligation, payment or expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the City Treasury or in process of collection to the credit of this fund.

Dated _____.

Auditor

Section 2. That upon the approval and acceptance of this ordinance by said The Jennings-Lawrence Company, the Mayor and Auditor are hereby authorized and directed on behalf of the City to enter into a contract with said The Jennings-Lawrence Company,

as herein in Section 1 set forth.

Section 3. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed March 28, 1939.

F. H. Bonnet
F. H. Bonnet
President of Council

Attest S. W. Roderick
S. W. Roderick
Clerk

Approved March 28, 1939.

W. A. Schneider
W. A. Schneider
Mayor

March 28, 1939.

The foregoing ordinance is hereby approved and accepted.

THE JENNINGS-LAWRENCE COMPANY
By A. P. Harness, Jr.

I, S. W. Roderick, Auditor of the City of Bexley, Ohio, do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council as follows: Main Street and Parkview Avenue, Main Street and College Avenue, Main Street and Drexel Avenue, Broad Street and Drexel Avenue, and Parkview Avenue and Platte Avenue each for a period of fifteen days commencing on the 29th day of January, 1939.

S. W. Roderick
S. W. Roderick
Auditor of the City of Bexley,
Ohio.

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