

ORDINANCE NO. 10-43

By Mr. Kurtz

Employing The Jennings-Lawrence Company as engineers for a period of two years beginning January 1st, 1948 and ending December 31st, 1949, and declaring an emergency.

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 of two years beginning January 1st, 1948 and ending on the 31st day of December, 1949, said engineering services to cover the duties set forth in the contract, a copy of which is as follows, and the compensation to be as in said contract set forth, to-wit:-

"CONTRACT"

This agreement made this 13th day of April, 1948, 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 I. 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.

All blue prints and specifications shall be furnished by the Engineers at the actual cost of same except the Engineers shall furnish the City three (3) complete copies of the plans and specifications, free of charge, on each improvement let by general contract.

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 to the contractors executing the work, with relations to grades, lines, etc.; it is understood that the inspector 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 the City, the Engineers will furnish the necessary engineering services in connection with all improvements not constructed under general contract and general contracts not in excess of actual cost of \$5,000.00, or engineering services in connection with miscellaneous projects or investigations, not otherwise covered by the above sections of this contract, for which the City will pay as follows:

For field party of three (3) men.	\$50.00 per day
For field party of two (2) men.	\$40.00 per day
For principal engineer.	\$40.00 per day
For one (1) man in office or field.	\$25.00 per day
For draftsman.	\$ 2.50 per hour

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 on all work let by general contract in excess of \$5,000.00 in value shall be an amount equal to Five Per Cent (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 Per Cent (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 Per Cent (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 Per Cent (3%) of the ACTUAL COST of the improvement.

It is to be understood that all plats, plans, and specifications filed with the Clerk after January 1, 1948 and all other work done after January 1, 1948, whether done on a percentage fee or per diem or hourly basis, shall be paid for in accordance with the terms of this contract.

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 Per Cent (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 that 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 Per Cent (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. Should work be carried on on Sundays or Holidays, such days shall not be excepted in the calculation of working days.

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 two years, terminating December 31, 1949, 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 that amount, if any, due them for work done up to that date.

Realizing the advisability of having duplicate records in the City Offices, 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.

Section 2. That upon the approval and acceptance of this ordinance in writing 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 substantially as herein in Section 1 set forth.

Section 3. This ordinance is an emergency measure, necessary for the immediate preservation of the public peace, health and safety, said emergency being that certain improvements are under way requiring the present services of engineers, and said ordinance shall go into immediate force and effect.

Passed April 13, 1948.

S. J. Altmaier
President of Council
Pro Tempore

E. A. Stackhouse
Attest E. D. Stackhouse
Clerk

Approved April 13, 1948

W. A. Schneider
Mayor

I, E. D. Stackhouse, Clerk of Council, 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 Clifton Avenue each for a period of fifteen days, commencing on the 16th day of April, 1948.

E. D. Stackhouse
E. D. Stackhouse
Clerk of Council,
City of Bexley, Ohio