

ORDINANCE NO. 12 -68

By: Bell

To authorize the Mayor to execute an Agreement of employment with The Jennings-Lawrence Company as city engineers, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor, on behalf of the City of Bexley, Ohio, be and he is hereby authorized and directed to execute an Agreement with The Jennings-Lawrence Company, the form of the same to be the same as the Agreement attached hereto and made a part hereof.

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety, said emergency being that the City is in need of engineering services and has no contract for the furnishing of the same, and said ordinance shall go into immediate force and effect.

Passed: March 4 1968

J. Paul Crable  
President of Council

Attest:

Kelly G. Smith  
Clerk of Council

Approved: March 4 1968

K. O. McClure  
MAYOR

Posted 3/5/68

AGREEMENT

THIS AGREEMENT, MADE AND CONCLUDED this 4th day of March 1968 by and between the City of Bexley, a Municipal Corporation existing under the laws of Ohio, hereinafter referred to as "CITY" and The Jennings-Lawrence Company, an Ohio Corporation, hereinafter referred to as "ENGINEER" represented by Claude White, Jr.;

WITNESSETH: That the City and the Engineer each in consideration of the premises, undertakings and covenants herein contained do hereby promise, undertake and agree as follows:

ARTICLE I

The City agrees to employ the Engineer for a period of one (1) year and to pay such engineering services as performed by the Engineer during the said one (1) year period at the rates hereinafter set forth for the type or types of services performed. Such one (1) year term shall begin January 1, 1968 and end September 31, 1968 except that uncompleted work on the termination date shall be completed under the terms of this Agreement. This Contract shall be automatically renewed each year thereafter unless terminated by either party not less than 10 days before end of the year.

ARTICLE II

It is mutually agreed by and between the parties hereto that the Engineer shall assist the Mayor, Service Director, Building Inspector or such other member of the City Staff as may be designated when so requested in writing. The area in which such assistance may be requested include, but are not limited to, the following:-

- A. Review of plans, and recommendation for revision or approval, as may appear proper, for any City regulated improvements to insure compliance and continuity with City Specifications and requirements and sound municipal engineering practice.
- B. Construction supervision and/or inspection on the installation of City regulated improvements to insure compliance with the requirements of Plans and Specifications previously approved by proper City Officials.
- C. Preparation of Plans and Specifications, Estimates of Cost and Quantity and related documents or exhibits.

and general supervision of all major public projects in excess of \$100,000 construction cost. General supervision of construction projects shall be in accordance with the description of "General Supervision" as set forth in Paragraph I (B) 3 on Page 6 of the Code of Professional Practice as published by the Ohio Society of Professional Engineers.

- D. Preparation of surveys, descriptions of property and rights-of-way, drawings, assessment rolls, analyses, tests of materials and performance of such other miscellaneous services as may be necessary or required to accomplish any City project.

ARTICLE III

- A. The City agrees to pay the Engineer for services rendered under the provisions of Paragraphs A, B and D of Article II hereinabove at the following daily rate or rates:

Principal Engineer	\$125.00
Senior Engineer	100.00
Engineer	80.00
Engineering Aide	60.00
4 man Survey Crew	200.00
3 man Survey Crew	180.00
2 man Survey Crew	150.00
Construction Inspector	60.00

The City also agrees to pay the Engineer \$25.00 for each meeting attended by the Engineer as requested by the City. In addition to the daily rates established herein the Engineer will invoice, at cost, any expendable material such as stakes, prints, etc. used on a specific project authorized by the City. Also, it is agreed that any project requiring the use of a computer, sub-surface exploration, test borings or laboratory and soil analysis will be invoiced at cost by the Engineer.

- B. The City agrees to pay and the Engineer agrees to accept a sum equal to the minimum percentage, as established by the Code of Professional Practice (1967 Edition), Ohio Society of Professional Engineers, of the actual construction cost for engineering services in connection with any improvement with construction cost in excess of \$100,000 as defined and set forth in Article II (C) above.

Estimated costs shall be used in deriving the sums to be paid the Engineer monthly or at such other times as may be agreed upon by the parties hereto for the percentages as established by the Code of Professional Practice (1967 Edition), Ohio Society of Professional Engineers. It is further mutually agreed that all estimated payments to the

Engineer shall be adjusted to the actual incurred construction costs at the time the final estimate is prepared for payment.

- C. The City Engineer is to be paid fees in accordance with the schedule of rates set forth in Paragraph A, Article III for property, boundary or right-of-way surveys, resident engineer, inspection of construction, shop, mill, field or laboratory material testing, cost of test borings, or other sub-surface explorations, and for calculation and making proper assessment sheets at the completion of said work set forth under Paragraph D, Article II above.
- D. Payment for the performance of services under Paragraphs A, B, and D, Article II above, shall be made monthly to the Engineer by the City upon presentation of proper invoices.

#### ARTICLE IV

The Engineer agrees to have a representative attend, upon request, any and all Council Meetings, Planning Commission Meetings or such other meetings as may be requested.

#### ARTICLE V

It is further mutually agreed by and between the parties hereto, that the drawings and specifications are instruments of service and as such the original documents, tracings, field notes and such other material are and remain the property of the Engineer. The Engineer shall furnish, at cost, to the City an exact duplicate of "as built" tracings and such other material as the City may request.

The City agrees to pay the Engineer the actual cost of reproducing all prints of plats, drawings or similar items, provided, however, that the Engineer shall furnish the City five (5) complete sets of Plans, Specifications and drawings for all improvements set forth in Paragraph C, Article II above.

#### ARTICLE VI

It is further mutually agreed by and between the parties hereto that this Agreement shall be subject to cancellation at any time by either party for just and sufficient cause and upon ninety (90) days

written notice of such intentions provided that upon termination of this Agreement the City shall pay to the Engineer the amount, if any, due the Engineers for services rendered up to that date.

ARTICLE VII

The Engineer agrees to comply with the provisions of all Ordinances, Resolutions and Regulations pertaining to the Engineer.

ARTICLE VIII

It is further mutually agreed by and between the parties hereto that this AGREEMENT shall be binding upon themselves and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures and executed this AGREEMENT in three (3) copies the day and year first above written.

THE CITY OF BEXLEY, OHIO

By Kenneth D. McClure

THE JENNINGS-LAWRENCE COMPANY

By T. R. Walker  
T. R. Walker

By C. White, Jr.  
C. White, Jr.

ATTEST:

R. C. Linscott  
City Clerk

APPROVED AS TO FORM:

Howard C. Park  
City Attorney