

ORDINANCE NO. 7 - 03

BY: John Rohyans

An Ordinance to authorize the Mayor and Auditor to execute an agreement with Evans, Mechwart, Hambleton & Tilton, Inc. for professional engineering services for the period from January 1, 2003 through December 31, 2005.

WHEREAS, Section 44 of the Charter of the City of Bexley authorizes Council, by Ordinance, to employ engineers to render professional engineering services to the City; and,

WHEREAS, Ohio Revised Code Section 153.71(A)(B) requires municipalities to: announce the availability of the contract; evaluate qualifications of interested professional design services; and negotiate a contract with the most highly qualified firm; and,

WHEREAS, after following the procedures listed above, Council finds that the firm of Evans, Mechwart, Hambleton & Tilton, Inc. is the firm best qualified to provide engineering services to the City of Bexley. NOW, THEREFORE,

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

Section 1. That the agreement with Evans, Mechwart, Hambleton & Tilton, Inc. is hereby approved in the form attached to this Ordinance and that the Mayor and Auditor are hereby authorized and directed to execute said agreement on behalf of the City.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: March 25, 2003

Jim Morris
President of Council

Attest: [Signature]
Clerk of Council

1-28-03 First reading
2-11-03 Second reading
2-25-03 Third reading tabled
3-25-03 Removed from table.
Passed

Approved: 3/25, 2003

David H. Madison
David H. Madison, Mayor

AGREEMENT

BETWEEN THE CITY OF BEXLEY, OHIO
AND
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS AND SURVEYORS
GAHANNA, OHIO

FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE CITY OF BEXLEY
FOR THE PERIOD BEGINNING JANUARY 1, 2003
AND ENDING DECEMBER 31, 200~~4~~⁵

SECTION I

This Agreement entered into this 25th day of March, and running until the 31st day of December, 2004 by and between the City of Bexley, acting through Director of Public Service, hereinafter designated as the "CITY", and Evans, Mechwart, Hambleton and Tilton, Inc., Consulting Engineers and Surveyors (Professional Engineers and Surveyors registered in the State of Ohio), Gahanna, Ohio, hereinafter designated as the "ENGINEER".

WITNESSETH, That in consideration of One Dollar and other good and valuable consideration including the mutual promises and agreements hereinafter set forth, the ENGINEER and CITY do hereby agree as follows:

SECTION II

For Capital Improvement Projects, the ENGINEER shall furnish all personnel, equipment and material necessary to perform engineering services as ordered by the City Administrator and as follows:

- (a) Make studies of existing engineering data, reports, etc., which have been made previously by the City, County or other agencies and give full consideration to same.

- (b) Provide complete detailed plans, including necessary field work, specifications, and estimates of cost and provide contract documents consisting of Advertisement, Information to Bidders, Proposal and Proposal Bond Forms and Contract Performance Bond Forms for the construction of projects as ordered by the Administrator.
- (c) Furnish to the CITY at cost, the necessary copies of detailed plans, specifications, estimates and contract documents required by them for contracting for and prosecuting the work. Tracings of plans, field books and field records shall become the property of the CITY if so desired, otherwise, they shall remain in the files of the ENGINEER for future reference.
- (d) Assist at all lettings, tabulate proposals and bids, and report same to City Officials.
- (e) Present plans to, and assist in obtaining approval of such plans, from any Municipal, County, State or Federal Department or other political subdivision which may have jurisdiction in the development of the project.
- (f) Prepare all current and final estimates for the construction contractor's payments in conformance with the conditions of each contract.
- (g) Provide Land Surveying Field Parties to perform construction layout staking.
- (h) Provide Project Representation during construction to be an interpreter and arbiter of the plans and specifications and make every reasonable effort to protect the CITY against deficiencies in the contractor's work.
- (i) Advise and make recommendations to the CITY in the matter of testing materials and reviewing laboratory results.
- (j) Inspect the completed work and submit a final report for the acceptance of the project. However, the issuing of the final report does not make the ENGINEER responsible for any deficiencies in the work not discovered at the time.
- (k) Furnish full-time resident inspection personnel, as the work requires. The inspection personnel shall spend their full-time on the work beginning when the construction contractor starts construction and ending when all work under their inspection is completed to the satisfaction of the CITY.
- (l) Maintain a complete record of the progress of the work and all incidents relative to the construction process.

- (m) Arrange for the services of independent subcontractors to make such test borings, subsurface explorations or other investigations as may be required for the determination of the foundation conditions for streets, sewers, water mains, elevated tanks or other type structures. The services so arranged for shall be subject to the approval of the CITY and the CITY shall reimburse the ENGINEER on the basis of the actual cost plus 10% for directing or interpreting the results of such work.

SECTION III

The CITY agrees to pay the ENGINEER as compensation, for services performed as required by SECTION II, Paragraphs (a) through (m), inclusive a fee in accordance with the following hourly rates:

Principal.....	\$ 106.00 per hour
Senior Engineer II	\$ 94.00 per hour
Senior Engineer	\$ 88.00 per hour
Engineer II.....	\$ 80.00 per hour
Engineer I.....	\$ 66.00 per hour
Senior Surveyor II	\$ 94.00 per hour
Senior Surveyor	\$ 88.00 per hour
Surveyor II.....	\$ 80.00 per hour
Surveyor I.....	\$ 66.00 per hour
Engineer Aide.....	\$ 60.00 per hour
Cad Technician	\$ 42.00 per hour
Senior Planner	\$ 90.00 per hour
Planner II.....	\$ 78.00 per hour
Senior Environmental Scientist.....	\$ 90.00 per hour
Environmental Scientist	\$ 68.00 per hour
Inspector II	\$ 52.00 per hour
Inspector I	\$ 42.00 per hour
Field Survey Crew.....	\$ 128.00 per hour
Four-Man Field Survey Crew	\$154.00 per hour
Transportation.....	\$ 0.40 per mile
Stakes, prints, postal, special delivery and miscellaneous items.....	At cost

Whenever it is deemed necessary by the CITY, acting through the Mayor or his designated representative, for employees of the ENGINEER to work more than forty (40) hours per week, overtime compensation of one and one-half (1-1/2) times the regular rate shall be paid for all hours worked over forty (40) hours per week in accordance with the Fair Labor Standards Act of the United States.

It is agreed that all costs for engineering, survey work and inspection services will be invoiced and payments made monthly.

- (d) In the event services to be performed by the ENGINEER hereunder require review of engineering plans prepared by the ENGINEER for other than the CITY, such review shall not be performed by the ENGINEER.

SECTION VII

That the CITY, its successors and assigns, and the ENGINEER, a Corporation, its successors and assigns, have bound themselves to the other party of this Agreement. Neither the CITY nor the ENGINEER shall assign, sublet or transfer its or their interest in this Agreement without written consent of the other party hereto. The Agreement shall not be determined to be a grant of a franchise for all future engineering services.

SECTION VIII

The ENGINEER, on the basis of on-site observations, shall endeavor to guard the CITY against defects and deficiencies in the permanent work constructed by the Contractor and shall report any such matters identified by it to the City. The Engineer shall be responsible for its negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the contractor, subcontractors or their agents or employees or any other persons or entities performing work under a construction contract.

SECTION IX

The Engineer agrees to attempt to maintain continuous professional liability insurance coverage of \$2 million during the term of this agreement, if such coverage is reasonably available at commercially affordable premiums. The Engineer shall promptly notify the City in the event that such insurance shall be cancelled or not renewed.

SECTION X

It is agreed by the parties that this Contract shall be governed by the laws of the State of Ohio. The ENGINEER and the CITY further agree that they will make every effort to settle claims and disputes without recourse to legal action. However, it is also agreed that any claims or actions arising out of the ENGINEER'S performance of services under the terms of this Contract, including any actions for contribution or indemnity, shall be brought no more than eight (8) years after the performance of furnishing of such services.


SECTION XI

IN WITNESS WHEREOF, The parties hereto have affixed their hands and seals, this 9th
day of April, 2003

CITY OF BEXLEY, OHIO

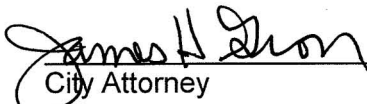
By: 
City Administrator


EVANS, MECHWART, HAMBLETON &
TILTON, INC.

By: 
Nelson E. Kohman, President

I hereby approve the form of this Agreement

APPROVED:


City Attorney


City Auditor

4-08-03
Date

So let it be written, so let it be done.