

ORDINANCE NO. 99-15

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LOCKWOOD, JONES & BEALS, INC. FOR THE CONSTRUCTION ENGINEERING SERVICES NECESSARY FOR THE TYLERSVILLE ROAD WATER MAIN PROJECT

BE IT ORDAINED by the Council of the City of Mason, Ohio, **six (6)** members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with Lockwood, Jones & Beals, Inc. for the construction engineering services necessary for the Tylersville Road Water Main Project, in accordance with the proposal submitted by Lockwood, Jones & Beals, Inc., which proposal is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay said Lockwood, Jones & Beals, Inc. an amount not to exceed \$74,200.00 for said construction engineering services.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 25th day of January, 1999.

Vice Mayor James Dick Johnson

Attest:

Carole Schulte
Clerk of Council

1/6/99

**SCOPE OF SERVICES
FOR
CONSTRUCTION OVERSIGHT FOR CITY OF MASON
CINCINNATI WATER WORKS CONNECTION – TYLERSVILLE ROAD WATER MAIN**

The **Engineer** will be responsible for coordinating the construction oversight for the innerconnection of the 20" and 16" water main to the City of Cincinnati Water Works.

The work consists of construction oversight of approximately 21,000 lineal feet of 20" and 16" water main for the City of Mason, Cincinnati Water Works Connection – Tylersville Road Water Main Contract Documents prepared by Lockwood Jones & Beals and Balke Engineers in December, 1998.

BASIC SERVICES

In general, the ENGINEER will be the OWNER's representative during the construction period as set forth in Article 9 of the General Conditions.

The **Engineer** will complete the tasks detailed below:

1. Assist owner with bidding services by selling the contract documents, answering bidders questions, writing addenda as necessary, attending bid opening and writing recommendation as to the lowest and best bidder.
2. Furnish a primary contact person for the Engineer. We anticipate using Mr. Larry Kremer to be this contact person. Mr. Kremer will make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. This task will be in accordance with Article 9.02 of the General Conditions. It is anticipated that Mr. Kremer will visit the site 6 times during the construction period. In addition, it is anticipated that he will visit the site 6 additional times for progress meetings. We have also included a \$1000 allowance from Balke to confer with them pertaining to their portion of the design project.
3. Furnish a Resident Project Representative (RPR) to assist ENGINEER in providing observation of the work. We anticipate utilizing Jim Coughlin or Herbert Conley for this task. Mr. Coughlin and Mr. Conley each have over 30 years of experience with heavy construction. A copy of their resumes are included with this proposal. It is anticipated that the RPR will be present at the site approximately 1,184 hours during the construction period. This task will be in accordance with Article 9.03 of the General Conditions.
4. Provide clarifications and interpretations of the Contract Documents in accordance with Article 9.04 of the General Conditions.

5. Authorize variations in the Work in accordance with Article 9.05 of the General Conditions.
6. Reject defective work in accordance with Article 9.06 of the General Conditions.
7. Review Shop drawings, review Application's for Payment, and authorize necessary Change Orders in accordance with Article 9.07 of the General Conditions.
8. Determine actual quantities and classifications of Unit Price Work performed by Contractor in accordance with Article 9.08 of the General Conditions.
9. Make decisions on the requirement of the Contract Documents and acceptability of Work in accordance with Article 9.09 of the General Conditions.
10. Attend Preconstruction Conference and attend progress meetings during the construction period. It is anticipated that 6 progress meetings will be held.
11. Upon completion of the work, provide record drawings of "as-built" conditions. These record documents will be based upon CONTRACTOR's information as stipulated in Article 6.12 of the General Conditions.

SCHEDULE

Bids will be due on January 13, 1999. It is anticipated that the Contractor will begin work near the middle of February. The scheduled date for substantial completion is September, 30, 1999.

COMPENSATION FOR BASIC SERVICES

The **Engineer** will complete the tasks described in the Scope of Services for an estimated fee of \$74,200. We will bill our work on an hourly basis at our standard billing rates. The majority of the work will be completed by Larry Kremer and Jim Coughlin/Herb Conley. Larry Kremer's current hourly rate is \$78.00/hour. Jim Coughlin's and Herb Conley's current hourly rate is \$48.00/ hour. The Village will be contacted for approval before exceeding this \$74,200 amount.

OWNER'S RESPONSIBILITIES

The **Owner** will provide a representative to serve as the liason between the **Owner** and the **Engineer** during the Construction period. We anticipate that this person will be either Ernie Stickler or Charles Marker.

METHOD OF PAYMENT

The **Engineer** will submit to the **Owner** a monthly invoice of services performed. The invoice will show a detailed breakdown of the hours worked and expenses incurred during the billing period.

