

ORDINANCE NO. 99-135

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KINZELMAN/KLINE, INC. FOR THE CONSTRUCTION INSPECTION SERVICES NECESSARY FOR THE HERITAGE OAK PARK EXPANSION PHASES I AND II

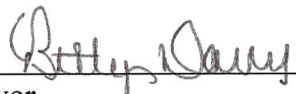
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with Kinzelman/Kline Inc. for the construction inspection services necessary for the Heritage Oak Park Expansion Phases I and II, in accordance with the proposal submitted by Kinzelman/Kline 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 Kinzelman/Kline Inc. an amount not to exceed \$43,200.00 for said construction inspection services.

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

Passed this 13th day of September, 1999.



Mayor

Attest:



Clerk of Council

Kinzelman Kline

L A N D S C A P E A R C H I T E C T U R E A N D P L A N N I N G

August 8, 1999

Mr. Paul Walsh, Director
City of Mason
Parks & Recreation Department
202 West Main Street
Mason, Ohio 45040

RE: Expanded Contract Administration Services for Heritage Oak Park
KK# 98210.1

Dear Paul:

Kinzelman|Kline, Inc. is pleased to submit this proposal to provide professional services for the above referenced project based upon your request during our most recent past meeting. It is our understanding that you wish for us to provide you with more comprehensive Contract Administration (CA) services during the course of the construction operations to build Phases 1 & 2 of the park improvements. Our original proposal to you and the contract under which we are presently working provides for very limited CA services and it is our understanding that you wish for us to expand our involvement to virtually full-time representation of your interests in the field during major construction operations. Therefore, we look to amend our original contract scope of services and our professional fees for this increase in involvement as described below.

A. Contract Administration

1. Provide daily on-site construction observation and in-office documentation to monitor construction compliance with contract documents. These visits will begin at the commencement of construction operations and conclude with Final inspection described below. Exceptions will be days when Contractor is not active on-site due to inclement weather or other reasons and during times of insignificant construction when using City financial resources for unnecessary observation is uncalled for in the opinion of the Kinzelman|Kline-provided Owner's Representative. On all such exception days, Owner's Representative will contact the Director's Office to notify him of field activities and reasons for not being present.
2. Copy all daily field reports to the Director and to the Contractor on a daily basis and electronically, if possible.
3. Obtain, review and forward all bonds and insurances required by the contract documents.
4. Monitor Contractor filing for, payment for and securing of all required permits.
5. Obtain, review and approve Contractor's estimated progress schedule, schedule of values and sub-contractor listing and scopes.
6. Prepare project directory and act as clearinghouse for all project-related correspondence involving the Director.

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COLUMBUS OHIO 43215

614 224 6601
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7. Prepare proposal requests for changes in the work, review change orders for all agreed-to proposal requests on behalf of the Director.
8. Receive and review Contractor's applications for payment and advise Director relative to approval and payment.
9. Receive, review and approve all shop drawings and material samples required by the Contract Documents and monitor/keep log of all such required submittals.
10. Issue detailed or supplemental drawings as required during construction.
11. Receive notification and inspect project for Substantial Completion.
12. Receive from Contractor all warranties, certificates, schedules, operating instructions, record drawings and bonds as applicable.
13. Pre-final and Final inspections including punch list preparation for site improvement items.
14. Receive from Contractor the final application for payment along with release of liens and consent of surety that all conditions of the contract have been met.

Assumptions

1. Director will provide designated staff as our point of contact for all construction contract-related items with sufficient authority to act upon issues presented by Owner's Representative on a daily basis as they arise to keep the process moving forward smoothly.
2. It is anticipated that construction will begin the last week in September and conclude the end of June, 2000. Assuming only half time during the months of January, February and March will be available to Contractor to operate due to inclement weather conditions, this time period represents 34 work weeks. Additionally, we anticipate spending an average of 20 hours per work week performing the above scope of service. Hours per week of involvement will depend on levels of Contractor activity.
3. This proposal assumes duration of construction described above, any additional time required due to circumstances out of our control will be negotiated at that time with the Director as an additional service.

As a part of these services, Kinzelman/Kline will provide three (3) copies of all documents (Director, Contractor, Owner's Representative file) generated during the process. We are in a position to begin work immediately upon execution of the construction contract and will complete our service with occupation of the finished park at conclusion of construction as described in the Contract Documents.

Our present contract calls for a combined \$11,300.00 for Bidding/Contract Administration services. Of that amount, \$3,500.00 is to be used during the Bidding period and remains unchanged. The remaining \$7,800.00 is to be applied to the expanded scope described above and augmented by the additional fees required as described below.

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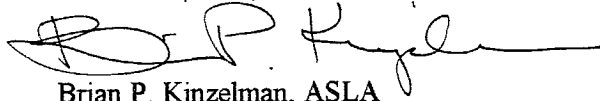
34 work weeks @ 20 hours @ \$75/hr. = \$51,000.00
minus present contract amount \$7,800.00

ADDITIONAL FEE: \$43,200.00

Please find attached our standard Terms and Conditions, which are a part of this proposal. Should these arrangements be acceptable to you, please execute both copies retain one (1) copy for your records and return one (1) copy to this office to act as the basis of our agreement along with a copy of your Purchase Order or legislative action for our records. Should another form of contract be desirable to you, please contact this office and we will begin processing immediately.

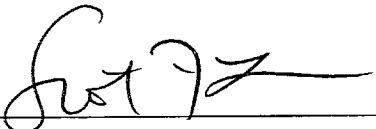
Thank you for further involving Kinzelman|Kline in this important project and we look forward to the successful completion of the Heritage Oak Park Improvements.

Respectfully submitted,
Kinzelman|Kline, Inc.



Brian P. Kinzelman, ASLA
President

APPROVED:

By:  _____ Date: 12/23/99
Title: City Manager _____ P.O.#: _____

TERMS AND CONDITIONS

This agreement is governed by the laws of the State of Ohio.

Payments All payments are due within fifteen (15) days of date of invoice. Amounts unpaid thirty days after the invoice date are subject to 1.5% per month interest (18% per annum) on unpaid balance. An initial payment of 10% of the total fee is payable upon execution of the contract. This amount will be applied to the final project invoice.

Additional Services For work requested and performed beyond the basic scope of this agreement, Kinzelman|Kline shall receive extra compensation at the prevailing rates plus reimbursable expenses at the time the work is authorized. Payments for such additional services are subject to the terms stated above.

Subconsultants All necessary subconsultants will be hired by and be responsible to Kinzelman|Kline. All coordination, planning, and input to the subconsultant will be by Kinzelman|Kline. Compensation for additional services provided by the subconsultant will be at a multiple of 1.2 times the amounts billed to Kinzelman|Kline for such services.

Reimbursable Expenses In addition to compensation provided for professional services, Kinzelman|Kline shall receive reimbursement for expenses incurred on behalf of the client towards the completion of the project. Expenses are to be billed at a multiple of 1.1 times net cost. Expenses are to include but are not limited to printing, photo processing, plotting, telephone calls, postage, travel, meals and lodging. The following standards are established for air travel distances relative to Columbus, Ohio:

1,000 mile radius or less: Coach, if given sufficient time for reservation; First Class, if Coach is not available.

1,000-3,000 mile radius: Business Class, if given sufficient time for reservation; First Class, if Business Class is not available.

Additional charges for insurance adjustments requested by the client over basic coverage, are reimbursable. Payments for all such reimbursable expenses are subject to the terms stated above.

Delay of Schedule

Should the project be delayed beyond the original scheduled completion dates through no fault of Kinzelman|Kline, compensation will be adjusted to rates prevailing at the time the project is expensed plus reimbursable expenses for all additional time spent on the project beyond the period scheduled.

Limitation of Liability

~~Neither Kinzelman|Kline nor its officers, directors, partners, employees, agents or consultants shall be jointly, severally, individually or otherwise liable to the client or anyone claiming by, through or under the client, in excess of the compensation paid pursuant to this agreement, by reason of any act or omission (including breach of contract or negligence) not amounting to a willful or intentional wrong.~~

Termination of Services

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. Kinzelman|Kline reserves the right to cease all work production at such time that accounts remain unpaid thirty (30) days after the invoice date. Kinzelman|Kline shall be compensated for all services performed prior to termination or work stoppage for reasons stated above plus reimbursable expenses.

Compensation Rates

Principal	\$95/hour
Associate	\$85/hour
Landscape Architect	\$75/hour
Clerical	\$40/hour

EFFECTIVE: January 1, 1998