

ORDINANCE NO. 99-184

AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER IN THE AMOUNT OF \$40,100.00 TO INCREASE THE CONTRACT OF CDS ASSOCIATES, INC. FOR THE ENGINEERING DESIGN SERVICES NECESSARY TO EXTEND WATER AND SANITARY SEWER LINES UNDER INTERSTATE 71 SOUTH OF WESTERN ROW ROAD

WHEREAS, a contract was entered into with CDS Associates, Inc. under Ordinance No. 97-54 authorizing the expenditure of \$30,650.00 for the extension of water and sanitary sewer lines under Interstate 71, south of Western Row Road; and

WHEREAS, a change order to increase the amount of the contract in the amount of \$40,100.00 to properly complete the project.

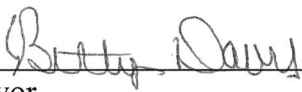
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members thereto concurring:

Section 1. That the City Manager is hereby authorized to approve a change order to increase the contract of CDS Associates, Inc. in the amount of \$40,100.00 as more particularly described on the attached Exhibit "A".

Section 2. That the Finance Director is hereby authorized to pay to CDS Associates, Inc. a sum not to exceed \$40,100.00 for said change order as set forth on the attached Exhibit "A".


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

Passed this 8th day of November, 1999.



Mayor

Attest:



Clerk of Council

11/2/99

PURCHASE ORDER



CITY OF MASON

202 W. MAIN STREET
MASON, OHIO 45040
(513) 398-8010

P.O. NUMBER 971630

VENDOR NO. 0408

P.O. DATE 04/18/97

BILL TO:

DELIVER

TO: City of Mason
Public Utilities Dept.

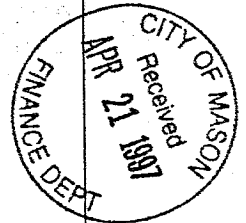
IMPORTANT: THE ABOVE PURCHASE ORDER NUMBER
MUST APPEAR ON ALL BILLS AND PACKAGES.
MATERIAL ON THIS ORDER IS EXEMPTED FROM THE OHIO
SALES TAX AND FEDERAL EXCISE TAXES.

VENDOR NAME CDS Associates
ADDRESS 11120 Kenwood Road
Cincinnati, Ohio 45242

ACCOUNT NUMBER	AMOUNT
XXXXXXXXXX	XXXXXXXXXX
601.559.243	15,325.00
602.551.234	15,325.00

Federal Employer's I.D. No. 31-6001070
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		Ord. #97-54 Sanitary Sewer and Water Line Extension under I -71 Job# 6001-5003	30650.00	30650.00
TOTAL			30650.00	30650.00



CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the _____ Fund, free from any obligation or certification now outstanding.

Dated 4/21/97 _____
Finance Director

Purchasing Agent
Department Head

THIS ORDER VOID UNLESS CLERK'S CERTIFICATE IS SIGNED

VENDOR COPY

PURCHASE ORDER

BILL TO:



CITY OF MASON
 202 W. MAIN STREET
 MASON, OHIO 45040
 (513) 398-8010

P.O. NUMBER 980868
 VENDOR NO. 0408
 P.O. DATE 3/2/98

DELIVER

TO: City of Mason
 Public Utilities

IMPORTANT: THE ABOVE PURCHASE ORDER NUMBER
MUST APPEAR ON ALL BILLS AND PACKAGES.
 MATERIAL ON THIS ORDER IS EXEMPTED FROM THE OHIO
 SALES TAX AND FEDERAL EXCISE TAXES.

VENDOR NAME CDS Associates
ADDRESS 11120 Kenwood Road
 Cincinnati, Ohio 45242

ACCOUNT NUMBER	AMOUNT
601.559.52342	11,500.00
602.551.52342	11,500.00

Federal Employer's I.D. No. 31-6001070
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes

QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	AMOUNT
		CHANGE ORDER #1 Ord. #97-54 Redesign For Sanitary Sewer & Water Line Extension Under I -71 Job # 5003 & 6001	23,000.00	23,000.00
TOTAL				23,000.00



CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ _____) required to
 meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully
 appropriated or authorized or directed for such purpose and is in the Treasury or in process of
 collection to the credit of the _____
 and, free from any obligation or certification now outstanding.
 Dated 3/2/98

 Finance Director

 Purchasing Agent

 Department Head

THIS ORDER VOID UNLESS CLERK'S CERTIFICATE IS SIGNED

VENDOR COPY

PURCHASE ORDER

BILL TO:



CITY OF MASON

202 W. MAIN STREET
MASON, OHIO 45040
(513) 398-8010

P.O. NUMBER 983885
VENDOR NO. 0408
P.O. DATE 10/19/98

DELIVER

TO: City of Mason
Public Utilities

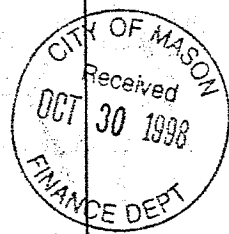
IMPORTANT: THE ABOVE PURCHASE ORDER NUMBER
MUST APPEAR ON ALL BILLS AND PACKAGES.
MATERIAL ON THIS ORDER IS EXEMPTED FROM THE OHIO
SALES TAX AND FEDERAL EXCISE TAXES.

VENDOR NAME CDS Associates
ADDRESS 11120 Kenwood Road
Cincinnati, Ohio

ACCOUNT NUMBER	AMOUNT
601.559.52342	5875.00
602.551.52342	5875.00

Federal Employer's I.D. No. 31-6001070
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		CHANGE ORDER #2 Ordinance #97-54 Sanitary Sewer and Water Line Extension under I-71 Job# 5003 & 6001		11,750.00
TOTAL				11,750.00



CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the _____ Fund, free from any obligation or certification now outstanding.

Dated 10/30/98 _____
Finance Director

Purchasing Agent

Department Head

THIS ORDER VOID UNLESS CLERK'S CERTIFICATE IS SIGNED

VENDOR COPY



PURCHASE ORDER

CITY OF MASON

202 W. MAIN STREET
MASON, OHIO 45040
(513) 398-8010

P.O. NUMBER

992709

VENDOR NO.

0408

P.O. DATE

7-16-99

TO: ENGINEERING & BUILDING DEPT.

IMPORTANT: THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.

MATERIAL ON THIS ORDER IS EXEMPTED FROM THE OHIO SALES TAX AND FEDERAL EXCISE TAXES.

VENDOR NAME CDS ASSOCIATES
ADDRESS

Table with 2 columns: ACCOUNT NUMBER, AMOUNT. Rows include 601-559-52342 (\$5,000.00) and 602-551-52342.

Federal Employer's I.D. No. 31-6001070
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes

Main table with columns: QUANTITY, UNIT, DESCRIPTION, PRICE/UNIT, AMOUNT. Includes 'FINAL PAYMENT FOR: REDESIGN FOR SANITARY SEWER & WATER LINE EXTENSION UNDER I-71' and 'TOTAL' row.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$) required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the Fund, free from any obligation or certification now outstanding.

Dated [Signature] Finance Director

[Signature] Purchasing Agent
[Signature] Department Head

ALL ITEMS HAVE BEEN RECEIVED AND PAYMENT TO SUPPLIER IS AUTHORIZED.

THIS ORDER VOID UNLESS CLERK'S CERTIFICATE IS SIGNED

Signature

Date

ORDINANCE NO. 99-184

AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER IN THE AMOUNT OF \$40,100.00 TO INCREASE THE CONTRACT OF CDS ASSOCIATES, INC. FOR THE ENGINEERING DESIGN SERVICES NECESSARY TO EXTEND WATER AND SANITARY SEWER LINES UNDER INTERSTATE 71 SOUTH OF WESTERN ROW ROAD

WHEREAS, a contract was entered into with CDS Associates, Inc. under Ordinance No. 97-54 authorizing the expenditure of \$30,650.00 for the extension of water and sanitary sewer lines under Interstate 71, south of Western Row Road; and

WHEREAS, a change order to increase the amount of the contract in the amount of \$40,100.00 to properly complete the project.


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 approve a change order to increase the contract of CDS Associates, Inc. in the amount of \$40,100.00 as more particularly described on the attached Exhibit "A".

Section 2. That the Finance Director is hereby authorized to pay to CDS Associates, Inc. a sum not to exceed \$40,100.00 for said change order as set forth on the attached Exhibit "A".


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

Passed this 8th day of November, 1999.



Mayor

Attest:



Clerk of Council



City of Mason

Engineering & Building Department

"Inspections Protect Your Interests"

214 W. Main Street • Mason, Ohio 45040
(513) 398-3035 • Fax (513) 398-8146

November 23, 1999

Mr. Steve Dragon, P.E.
CDS Associates, Inc.
11120 Kenwood Road
Cincinnati, Ohio 45242-1818

Dear Steve:

Attached are two copies of the professional services agreement for construction engineering services for the Water and Sanitary Sewer Line Extension Under I-71 project. Please have both copies signed and return them to me. After Scot Lahrmer signs each copy, I will return one to you for your files.

We look forward to working with you to complete this important project.

If you have any questions, please let me know.

Sincerely,

Richard J. Fair, P.E.
City Engineer

Inc. (2)

c: Ernie Stickler, Public Utilities Superintendent
Kathy Dorman, Project Coordinator

CITY OF MASON
PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement is made this 8 day of November, 1999, by and between the City of Mason, Ohio, 202 West Main Street, Mason, Ohio 45040, hereinafter referred to as "City," and CDS Associates, Inc., hereinafter referred to as "Consultant."

RECITALS

The parties recite and declare:

A. City proposes to retain the professional services of Consultant for the project referred to as **Construction Engineering Services to Extend Water & Sanitary Lines Under I-71**, hereinafter "Project."

B. Consultant is willing and able to perform these professional services for consideration and upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the above Recitals, and the terms and covenants of this Agreement, the parties agree as follows:

1. **Scope of Services.**

The scope of services to be provided by Consultant are fully described as engineering construction services including furnishing an inspector to insure contractor compliance with the contract and oversee the daily construction; administer the agreement with the contractor; advise the City on the need for change orders; review shop drawings and applications for payment; attend preconstruction meeting and progress meetings during the contract; and provide record drawings showing "as-builts" conditions at the completion of the project. and CDS's scope of services, November 8, 1999, which are incorporated herein (hereinafter referred to as "Services").

2. **Time of Services.**

a. Consultant shall begin its Services no later than November 8, 1999, and the scheduled date for substantial completion is when the project is completed, approximately 24 weeks.

3. **Fee for Services.**

a. Consultant's fee for the Services to be provided for this Agreement shall not exceed \$48,000.00.

b. Consultant shall bill the City on a monthly basis based on the approved schedule of rates.

4. Responsibilities of City.

The City is a duly authorized and existing municipal corporation in the State of Ohio, and it has such power and authority as provided for by the Ohio Constitution, laws of the State of Ohio and by its charter. The City agrees to cooperate with Consultant to provide any available data relative to the Project. The City shall designate a representative to act on its behalf and to render decisions on its behalf concerning submittals by Consultant. The City shall obtain, or cooperate with Consultant to obtain, any approvals necessary for Consultant to enter upon private property.

5. Responsibilities of Consultant.

Consultant shall perform the Services required by this Agreement as expeditiously as possible, and with the professional skill and care ordinarily exercised by members of its profession. Consultant also agrees it shall not enter into any agreements with sub-contractors or sub-consultants to perform any of the work required of Consultant without the prior written consent and approval of the City. Consultant shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the City of Mason Codified Ordinances and Construction Standards, in its performance under this Agreement.

6. Scope Changes.

Consultant agrees that the Services shall only be changed after the mutual consent of both parties by a written change order, unless this is expressly waived in writing by the City.

7. Confidentiality and Nondisclosure.

Consultant agrees to hold in confidence and not disclose to anyone other than those of its employees required to know and other City officials any and all information and data provided by City which it knows or has reason to know is confidential, without the prior written consent of the City. This provision shall be an ongoing requirement and shall survive the termination and expiration of this Agreement.

8. Independent Contractor.

Consultant agrees it is an independent contractor and is not an employee or agent of the City. The City shall not withhold any federal, state or local taxes from any fee paid to Consultant and Consultant shall be solely liable for all such taxes and withholdings. Consultant shall not be entitled to any employment benefits that employees of the City receive and its sole compensation shall be the fee provided for in this Agreement. Consultant shall not act or attempt to act as an employee or agent of the City and it shall not use the City's name, except as otherwise allowed by this Agreement, without the City's prior written consent.

9. Ownership of Documents.

All drawings, data, reports and other documents prepared by Consultant for the Project shall be the property of the City. Consultant shall provide full access to the work it is preparing to the City during normal business hours.

10. Insurance and Indemnification.

a. Consultant will purchase and maintain insurance coverage that will satisfactorily insure Consultant against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage shall include, but is not limited to, workers' compensation, general liability, automobile insurance and professional liability insurance.

b. Consultant agrees to indemnify and save harmless the City, its agents, officials, and employees, against any and all suits or claims that may be based on any injury to persons or property that is the result of an error, omission or negligent act of Consultant or any person employed by Consultant, except as is shown to be a direct result of City's sole negligence.

11. Termination.

a. If Consultant defaults in the performance of this Agreement by failing to comply with the terms and conditions herein, and has failed to cure such default within ten (10) days after receipt of notice from the City, the City may immediately terminate this Agreement. In the event of such termination, the City shall take over the work and Consultant shall be liable to the City for any excess costs caused to the City by reason of such default. Further, in the event of such a termination, Consultant shall deliver to City all finished and unfinished documents, data and reports prepared by Consultant under this Agreement.

b. The City or Consultant may terminate this Agreement for convenience at any time by giving forty-five (45) days notice in writing to the other party. In the event of such a termination, Consultant shall deliver to City all finished and unfinished documents, data and reports prepared by Consultant, and Consultant shall be entitled to compensation for Services performed through the date of termination.

c. The City may terminate this Agreement immediately upon written notice to Consultant if it determines the information provided by Consultant and relied on by City in awarding this contract is false or incomplete, if Consultant is or becomes insolvent, enters into an agreement with its creditors, if a receiver is appointed for it or if it, or a third-party, files any petition or application under any bankruptcy laws, involuntary or voluntary, or is adjudicated a bankrupt. In the event of such a termination, Consultant shall deliver to City all finished and unfinished documents, data and reports prepared by Consultant.

d. Consultant, if not itself in default, may terminate this Agreement if the City does not authorize funds to pay for its Services or if a prior authorization is revoked. In the event of such a termination, Consultant shall be entitled to compensation for the Services it did perform and it shall deliver to City all finished and unfinished documents, data and reports prepared by Consultant.

e. If by reason of force majeure, defined as an act of God, strikes and lockouts, acts of public enemies, riots, earthquake, flood, war, fire or similar events, either party to this Agreement is unable to perform for at least thirty (30) days, the other party shall have the right to terminate this Agreement.

12. Claims Between the Parties.

Any and all claims, disputes or other matters in question between the parties which arise out of this Agreement or the breach thereof, may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of American Arbitration Association upon the mutual written consent of both parties. If both parties do not mutually consent in writing to arbitrate the claims, the parties retain their right to any and all legal remedies provided by law. In any event, the successful party shall be entitled to recover from the other party its expense, including reasonable attorneys fees, incurred in bringing or defending a claim.

13. Miscellaneous.

a. This Agreement shall be governed by the laws of the State of Ohio, and any legal action shall be commenced in Warren County, Ohio.

b. The City and Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement, its successors, assigns and legal representatives, to all covenants and conditions of this Agreement. Neither party shall assign this Agreement without the written consent of the other.

c. This Agreement represents the entire agreement between the parties. This Agreement may only be amended by a written instrument signed by both parties.

d. Nothing contained within this Agreement shall create a contractual relationship with or in favor of a third-party against either the City or Consultant.

This Agreement is entered into as of the day and year first written above.

CITY OF MASON

By: _____

Its: City Manager

CONSULTANT:

CDS Associates, Inc.

By: _____

Its: _____



PURCHASE ORDER

BILL TO:

CITY OF MASON

202 W. MAIN STREET
MASON, OHIO 45040
(513) 398-8010

P.O. NUMBER

993920

0408

VENDOR NO.

11-09-99

P.O. DATE

DELIVER

TO: ENGINEERING & BUILDING DEPT.

IMPORTANT: THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.

MATERIAL ON THIS ORDER IS EXEMPTED FROM THE OHIO SALES TAX AND FEDERAL EXCISE TAXES.

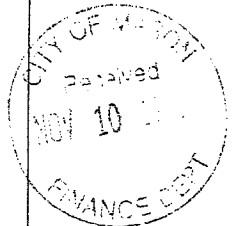
VENDOR NAME

ADDRESS CDS ASSOCIATES, INC.

Table with 2 columns: ACCOUNT NUMBER, AMOUNT. Row 1: 601-559-52342, Row 2: 602-551-52342, \$40,100.00

Federal Employer's I.D. No. 31-6001070
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes

Main purchase order table with columns: QUANTITY, UNIT, DESCRIPTION, PRICE / UNIT, AMOUNT. Description: CHANGE ORDER, ENGINEERING DESIGN SERVICES NECESSARY TO EXTEND WATER AND SANITARY SEWER LINES UNDER I-71 SOUTH OF WESTERN ROW ROAD. Includes handwritten ORD. NO. 99-184 and PASSED: 11-8-99.



TOTAL

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$) required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the Fund, free from any obligation or certification now outstanding.

Dated [Signature] Finance Director

[Signature] Purchasing Agent
[Signature] Department Head

ALL ITEMS HAVE BEEN RECEIVED AND PAYMENT TO SUPPLIER IS AUTHORIZED.

THIS ORDER VOID UNLESS CLERK'S CERTIFICATE IS SIGNED

Signature

Date

VENDOR COPY