ORDINANCE NO. 99-185

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REYNOLDS, INC. FOR THE EXTENSION OF WATER AND SEWER MAINS UNDER I-71 TO COLUMBIA ROAD

WHEREAS, bids were received for the extension of water and sewer mains under I-71 to Columbia Road; and

WHEREAS, Reynolds, Inc. was the best bidder with a bid of \$1,069,720.00 for the extension of said mains.

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

<u>Section 1.</u> That the bid of Reynolds, Inc. in the amount of \$1,069,720.00 is hereby accepted as the best bid for the extension of water and sewer mains under I-71 to Columbia Road.

<u>Section 2.</u> That the City Manager is hereby authorized to enter into a contract with Reynolds, Inc. for the extension of said mains, according to the specifications set forth by the City.

<u>Section 3.</u> That the Finance Director is hereby authorized to pay said Reynolds, Inc. the sum of \$1,069,720.00 for the work.

Section 4. 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 Mayor

Attest:

10/19/99

ADDENDUM TO WASTEWATER TREATMENT FACILITIES AGREEMENT

WHEREAS: The Campbell-Rhein Development Co. and the City of Mason entered into a Wastewater Treatment Facilities Agreement, dated April 14, 1995, to construct wastewater treatment facilities to serve the Heritage Club golf course community located in the City of Mason, including the construction of an effluent system for the purpose of irrigating the golf course and other areas and maintaining lake levels within the Development, and

WHEREAS: Heritage Club, Ltd. ("Developer"), as the successor to the Campbell-Rhein Development Co., and The City of Mason desire to supplement and amend provisions of the Agreement as herein after stated in order to allow for the usage of a portion of the allotted capacity of 400,000 gallons per day to be used for irrigation in the subdivision known as Four Bridges developed by Heritage Land Company, LLC ("Four Bridges"), and

WHEREAS: The parties agree that there should be a termination provision as it relates to Four Bridges and a limitation on supplying water beyond the City limits.

NOW, THEREFORE: In consideration of the mutual promises contained herein and for the reasons stated above, the parties agree to the following:

1. The following language shall be added to the Agreement as Section VII:

VII: EXPANSION OF EFFLUENT SYSTEM

- A. Notwithstanding any provision to the contrary contained in the Agreement, Four Bridges shall upgrade the Project so as to incorporate modifications, connections and extensions to the effluent line at the Development for use or distribution as agreed herein.
- B. The Four Bridges or its representative shall design, contract for, cause to be built and pay for the upgrade to the Project which consists mainly of a meter, a valve and appropriate accessories at the Heritage Club Development, which meters any usage beyond the Heritage Club Development. No construction of the upgrade to the Project shall commence prior to the City's approval of the plans therefore.
- C. Immediately after completion of the upgrade to the Project and the approval by the appropriate City officer as having been built in accordance with the approved plans, Four Bridges shall convey the improvements at no cost to the City. The City shall accept title to the upgraded works excluding any extension to the effluent line at the Development which shall be privately owned and maintained by the Four Bridges.

- D. The cost of construction of the upgrade to the Project and extension beyond the Development shall be the Four Bridges sole responsibility.
- The Developer shall pay for all operational and maintenance and E. repair costs associated with the upgraded project based on the same terms set forth in Section II G of the original Agreement. Four Bridges shall be directly responsible for the maintenance and repair of the meter and any and all other expenses and costs related to any extension to the effluent line at the Heritage Club Development used for the purpose of distributing effluent to the Development known as Four Bridges. Distribution shall be made only to Four Bridges subdivision unless written authorization is given by the City to allow for distribution elsewhere. Notwithstanding the provision for paying in accordance for Section II G any and all distribution of effluent beyond the City of Mason boundaries shall be at a surcharge rate of \$3.00 per 1000 gallon during 1999, \$3.50 per 1000 during 2000, \$4.00 per 1000 during 2001, \$4.50 per 1000 during 2002, \$5.00 per 1000 during 2003, and thereafter, or a minimum charge of \$25,000.00 per year, whichever is greater. This amount shall be paid by Four Bridges. Developer and Four Bridges will be billed quarterly. Payment is due within 10 days of receipt. Failure to pay on time will allow the City to turn off the effluent after 30 days written notice.
- F. Additionally, any unused capacity on a daily basis can be reallocated to other users by the City at its discretion. However, this shall not impact in any way Developers right to its 400,000 gallons per day and thereafter.
- 2. The following language shall be added to the Agreement as Section VIII:

VIII TERMINATION

City or Four Bridges shall have the right to terminate this Addendum to Wastewater Treatment Facilities Agreement. The termination would occur no sooner than one year following written notice of intent, and written notice could be exercised no sooner than December 31, 2000. However, should the Ohio EPA or any other regulatory agency prohibit the City from providing treated effluent to any recipient, the City would have the right to terminate the Addendum immediately and without notice, with no further obligation under this Addendum.

G. Notwithstanding anything else contained in the Addendum, the City shall have no obligation to make potable water available beyond the City limits without execution by the property owners who are to receive said water of a Preannexation Agreement providing for

immediate annexation of the property serviced as soon as it is adjacent to the City and can be annexed.

3. Except to the extent modified hereby, the parties hereto ratify the terms and conditions stated in this Agreement as if fully set forth herein.

WITNESSES	CITY OF MASON, OHIO
	BY: ITS:
WITNESSES	HERITAGE CLUB, LTD.
· · · · · · · · · · · · · · · · · · ·	BY: ITS:
WITNESSES	HERITAGE LAND COMPANY, LLC.
	BY: ITS:
STATE OF OHIO) SS:	
subscriber, a Notary Public in and for said Co Manager of the City of Mason which exec	this day of December, 1998, before me, the ounty and State, personally came Scot Lahmrer, the City cuted the foregoing instrument, who acknowledged that on behalf of said City; that said instrument was signed the free act and deed of said corporation.
IN TESTIMONY WHEREOF, I have hered day and year first above written.	unto subscribed my name affixed my notarial seal on the
	Notary Public
	My Commission Expires:

STATE OF OHIO)) SS:	
COUNTY OF WARREN)	
subscriber, a Notary Public in Member Director of HERIT, foregoing instrument, who a Member Director on behalf of	and for said County and St AGE CLUB, LTD, the liminated acknowledged that Robert (of the limited liability comp	day of December, 1998, before me, the ate, personally came Robert C. Rhein, the ited liability company which executed the C. Rhein did sign said instrument as such cany, duly authorized; that said instrument as free act and deed of said limited liability
IN TESTIMONY WH on the day and year first above		bscribed my name affixed my notarial sea
	Not	tary Public
	My	Commission Expires:
STATE OF OHIO COUNTY OF WARREN))SS:)	/
subscriber, a Notary Public in Member Director, of HERIT. executed the foregoing instru- such Member Director on 1	n and for said County and St AGE LAND COMPANY, ument, who acknowledge the behalf of the limited liabile	lay of December, 1998, before me, the tate, personally came Robert C. Rhein, the LLC, the limited liability company which at Robert C. Rhein did sign instrument as lity company, duly authorized; that said dually, and the free act and deed of said
IN TESTIMONY WH on the day and year first abov		oscribed my name affixed my notarial seal
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P.O. #	ACCT. # 6/1. 503. 52560
Amount:	Orig. ORD # 99 - 185
C.O. #	Project # 5003 (W)

Distribution to:

City Engineer City Manager Finance Director Contractor

Project: <u>I-71 Water & Sewer Extension</u>

Change Order Number: 1

Initiation Date: December 15, 1999

To (Contractor): Reynolds, Inc.

Contract for: \$12,692.00

Contract Date: November 11, 1999

You are directed to make the following changes in this Contract:

Install 6'x6' precast valve chamber on the tapping saddle and valve @ Innovation Way in place of the proposed valve box. Install 60" diameter precast valve chambers on each side of the water main bore under I-71.

6'x6' precast valve chamber 1 @ \$5,852.00 ea.

60" diameter precast valve chamber 2 @ \$3,420.00 ea

Not valid until signed by Owner, Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

City of Mason Owner 202 West Main Street Mason, Ohio 45040

CONTRACTOR

DATF 3/9/00



City of Mason 3920 State Route 42 Mason, OH 45040

Attention: Ms. Kathy Dorman

Re: Installation of Precast Valve Chambers in place of Valve Boxes

Dear Ms. Dorman,

As you requested, we have prepared a cost estimate for installing precast valve chambers in place of valve boxes. The cost for installing a 6ft x 6ft precast chamber is \$5,852 and \$3,420 for installing a 60 in diameter precast chamber. Please advise us of your decision as soon as possible. It will be necessary for us to get the chambers into production, if you decide on installing them in place of the valve boxes.

Sincerely,

Reynolds, Inc.

Rob Jensen Rob Jensen Project Manager

	ACCT. # 611.503. 52560
P.O. #	
Amount:	Orig. ORD # 99-185
C.O. #	Project # 5003 (W)

Distribution to:

City Engineer City Manager Finance Director Contractor

Project: I-71 Water & Sewer Extension

Change Order Number: 2

Initiation Date: December 20, 1999

To (Contractor): Reynolds, Inc.

Contract for: -\$800.80

Contract Date: November 11, 1999

You are directed to make the following changes in this Contract:

Deduct \$800.80 for the deletion of the polyethylene wrap for the 12" Ductile Iron Water Main

Not valid until signed by Owner, Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

City of Mason Owner 202 West Main Street Mason, Ohio 45040

CITY MANAGER

DATE 4/17/60

CITY ENGINEER

BY WILLIAM HARIN

DATE 4/14/2000

CONTRACTOR

BY Rab base

DATE 3/9/00

Municipal & Industrial Water & Sewer Systems . Gravel Pack Wells . Treatment Plants

City of Mason 3920 State Route 42 Mason, OH 45040

Attention: Ms. Kathy Dorman

December 20, 1999

Re:

Polyethylene Wrap

Dear Ms. Dorman,

During the pre-construction meeting, you stated; "that the polyethylene wrap was not going to be required." We are offering you, a deduct of \$800.80. Please contact me with any questions or comments regarding this issue.

Sincerely,

Reynolds, Inc.

Rob Jensen Project Manager



P.O. #	ACCT. # 611. 503. 52560
Amount:	Orig. ORD # 99 - 185
C.O. #	Project # 5003 (W)

Distribution to:

City Engineer City Manager Finance Director Contractor

Project: I-71 Water & Sewer Extension

Change Order Number: 3

Initiation Date: January 6, 2000

To (Contractor): Reynolds, Inc.

Contract for: \$9080.00

Contract Date: November 11, 1999

You are directed to make the following changes in this Contract:

Installation of a 20"x12" tapping sleeve and 12" valve on the existing 20" water line on Innovation Way

Not valid until signed by Owner, Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

City of Mason Owner 202 West Main Street Mason, Ohio 45040

CITY MANAGER

DV

DATE 4/17/00

CITY ENGINEER

DATE 4/14/

CONTRACTOR

BY Rob Jan

DATE 3/9/00

Municipal & Industrial Water & Sewer Systems • Gravel Pack Wells • Treatment Plants

City of Mason 3920 State Route 42 Mason, OH 45040

January 6, 2000

Attention: Ms. Kathy Dorman

Project: I-71 Water & Sewer Extension

Re: Installation of a 20" x 12" tee on existing waterline @ Innovation Way

Dear Ms. Dorman,

As you requested, we have prepared a cost estimate for installing a $20^{\circ} \times 12^{\circ}$ tee. The cost for installing a $20^{\circ} \times 12^{\circ}$ tapping sleeve and a 12° tapping valve is \$9,080.00 and the cost for a cut-in tee is \$8,460.00. Please advise us of your decision as soon as possible.

Sincerely,

Reynolds, Inc.

Rob Jensen
Project Manager

P.O. #	ACCT. #612. 504. 52560		
Amount:	Orig. ORD # 99-185		
C.O. #	Project # 6001 (S)		

CHANGE
ORDER

Distribution to:

City Engineer City Manager Finance Director Contractor

Project: I-71 Water & Sewer Extension

Change Order Number: 4

Initiation Date: January 31,2000

To (Contractor): Reynolds, Inc.

Contract for: \$1,820.00

Contract Date: November 11, 1999

You are directed to make the following changes in this Contract:

Granular backfill will be used in place of excavated material in the trench line for driveways and parking areas on Sharon Nursery's Property.

The cost is \$18.20/cubic yard for approximately 100 cubic yards.

Not valid until signed by Owner, Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

City of Mason Owner 202 West Main Street Mason, Ohio 45040

CITY MANAGER

A A

DATE 4/1)

CITY-ENGINEER

CITIENDINEER

DATE

CONTRACTOR

BY Rob Jense

DATE 3/9/00

Municipal & Industrial Water & Sewer Systems • Gravel Pack Wells • Treatment Plants

Ms. Kathy Dorman City of Mason 3920 State Route 42 Mason, OH 45040 January 31, 2000

Re:

I-71 Water & Sewer Extension Project

Granular Backfill at Sharon Nursery Parking Lot

Dear Ms. Dorman,

As you requested, we have prepared a cost estimate for using granular backfill on the Sharon Nursery Parking Lot. The cost for granular backfill is \$18.20/cy.

Sincerely,

Reynolds, Inc.

Rob Jensen
Project Manager

P.O. #	ACCT. # 612.564. 53560
Amount:	Orig. ORD # 99 - 185
C.O. #	Project # 600/ (S)

Distribution to:

City Engineer
City Manager
Finance Director
Contractor

Project: I-71 Water & Sewer Extension

Change Order Number: £5

Initiation Date: February 21, 2000

To (Contractor): Reynolds, Inc.

Contract for: \$4,917.68

Contract Date: November 11, 1999

You are directed to make the following changes in this Contract:

Install 80 feet of new 30" ADS storm sewer pipe. Existing storm sewer is located directly in line with proposed sanitary sewer.

Not valid until signed by Owner, Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

City of Mason Owner 202 West Main Street Mason, Ohio 45040

CITY MANAGER

130

DATE 5/24/0

CONTRACTOR

BY Rob Jensen

DATE 3//3/00



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2nd COPY - OWNER OR REP.

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Atlanta:

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INVOICE

02/11/00 AT127638 NO FRE 00.0 636.00 第二の 14 A C 636.00 2000625 **EXTENDED AMOUNT** 00000 10 1 7447 INC. PACKING SLIP NO. I-71 WATER®SEWER/REYNOLDS CUSTOMER NO. FREIGHT/ OTHER **INVOICE DATE** 02/10/00|QUR TRUCK INVOICE NO. PAGE NO. TOTAL DUE AMOUNT TAX WATER & SEWER **HO nwotelbbiM** 45040 SERVICE CHARGE OF 2% IS ASSESSED ON ALL PAST DUE ACCOUNTS PAVMENTS MARKED PAID IN FULL MUST BE SENT TO THE ATTENTION OF THE DISTRICT CREDIT MANAGER 15,9000 LEB I 2 5000 FED. I.D. NO. 59-0559446 INCORPORATED HUGHES-Fair-field OH W&S SHIP DATE UNIT PRICE CASH DISCOUNT **BECEINED** MASON, OH TELEFHONE: 010-942-1090 3185 Production Drive 45014 **₹** 17-1 QUANTITY DEFEINA **σ**Ξ-4 F₀ ZUTH FAIRFIELD, OH N/S H. NE-1 -0 N 30" HDPE SOLID SMCOTHWALL SALES MEKZOI 172 45042 1399 JOB NO. I-71REYNOLDS INC/CINCINNATI ount Inquiries call: 937-548-2181 Greenville, Ohio ND CONDITIONS & MSDS INFORMATION ON GA 30368-2850 6451 GERMANTOWN RD MIDDLETCWN, OH JOB NAME P.O. BOX 102850 Atlanta, 9715030 ISTOMER P.O. 0000 ⊢0 00 00 00 00

P.O. #	ACCT. #611. 503. 52560
Amount:	Orig. ORD# 99-185
C.O. #	Project # 5003 (W)

CHANGE
ORDER

Distribution to:

City Engineer City Manager Finance Director Contractor MAR 20

Project: I-71 Water & Sewer Extension

Change Order Number: 76

Initiation Date: February 15, 2000

To (Contractor): Reynolds, Inc.

Contract for: \$1,293.39

Contract Date: November 11, 1999

You are directed to make the following changes in this Contract:

Install 2" (PRZ) Reduced Pressure Zone Backflow Preventer for Sharon Nursery's outside irrigation system.

Labor \$491.28 Material \$802.11

Not valid until signed by Owner, Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

City of Mason Owner 202 West Main Street Mason, Ohio 45040

CITY MANAGER

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DATE 5 24 00

UTILITIES SUPERINTENDENT

OG ALLA

BY Xorustland

DATE 5/24/00

CONTRACTOR

BY Rob Jensen

DATE 3/27/00

Utility Service & Supply, Inc. 606-780-9412 401 Lawton Ave. Monroe, OH 45050 513-539-7500

Morehead, KY 40351 6922 U.S. 60 West

Remit Payments To:

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149425 03/06/00 INVOICE NO. PAGE DATE

DATE RECEIVED

Monroe, Ohio 45050-0438 Utility Service & Supply, Inc P.O. Box 438

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6451 GERMANTOWN RD. MIDDLETCHM, CHIC

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REYNOLDS, INC.

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P.O. #	ACCT. # 6/2.504.52560
Amount:	Orig. ORD # 99 - 185
C.O. #	Project # 600((S)

Distribution to:

City Engineer City Manager

Finance Director

Contractor

Project: I-71 Water & Sewer Extension

Change Order Number: 7

Initiation Date: February 11,2000

To (Contractor): Reynolds, Inc.

Contract for: \$50,453.20

Contract Date: November 11, 1999

You are directed to make the following changes in this Contract:

Bore & Jack 518 LF of 36" casing in place of 24" casing for an additional cost of \$97.40/LF = \$50,453.20.

Not valid until signed by Owner. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

City of Mason Owner 202 West Main St. Mason, Ohio 45040

CITY MANAGER

CITY UTILITIES SUPERINTENDENT CONTRACTOR

RV

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FAX NO. 14 444 4094 YO 15134247266

P.01/01

CAPITOL TUNNELING INC.



2216 refugee road, columbus, ohio 43207

PHONE (614) 444-9255 FAX (814) 444-4984

February 10, 2000

Mike Wiley Reynolds, Inc. 6451 Germantown Road Middletown, Ohio 45042

Dear Mike,

You will find below the extra cost to remove the 140° of 24" casing and backfill the void with cement-sand backfill. Then bore the entire length 518° of 36" O.D. x .500 wall steel casing pipe thread your carrier pipe through the 36" casing and backfill the annular space with approved material.

- 1. Cost incurred to date
- 2. Estimated cost to remove the 24"
- Furnish and install 518' of 36" x
 .500 wall steel casing pipe, place
 your carrier pipe through the casing
 and bulkhead each end and backfill
 the annular space with approved
 material.

\$17,145.00 -80

\$ 6,900.00

\$ 299,40 per foot

William C. Blevins

Vice-President

Capitol Tunneling, Inc.

CITY OF MADON THIF

FAX NO.

P. 03

图 003

Quote # : P-168-99

FEB-11-2000 FRI 11:47 AM

Proposal

Capitol Tunneling, Inc.

2216 Refugee Road Columbus, Ohio 43207 Phone: (614) 444-0255 Fax: (614) 444-4094 Sheet # : 1 of 1

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أغلبه البحوسلال ويمري

Reynolds, Inc 6451 Germantown Road Middletown, Ohio Phone: 513-424-7287 Fax: 513-424-7280 Project: City of Mason Water & Sewer Impr. Location: Various	Proposal Submitted To:	Date:	November 12, 199) 9
6451 Germantown Road Project: City of Mason Water & Sewer Impr. Location: Various		Phone:	513-424-7287	Fax: 513-424-7280
		Project:	City of Mason Wa	iter & Sewer Impr.
Attn: Mike Wiley City State: Mason, Ohio	Middletown, Ohio	Location	n: Various	
1	Atm: Mike Wiley	City, St	ate: Mason, Ohio	

We will furnish labor, supervision, equipment, tools, material, and insurance to perform only that work specifically listed below. Our insurance coverage consists of Public Liability \$ 1 Mil/\$ 1 Mili Property Damage \$ 1 Mil/\$ 1 Mil; and worker compensation as required by state law. Additional insurance's, payment bonds, or performance bonds will be furnished and the cost added to price shown below.

We propose to furnish and install by the Auger Boring Method the following:

1140 feet of 24" o.d. x .375" nominal wall steel casing for your water and sewer line carriers.

Prices include threading your DIP into the casing, and backfilling the annular space with low strength flowable grout.

Others to dewater as required, provide access to pits for rubber tired vehicles, provide easing spacers if required, and provide two working pits to minimize downtime between locations.

Bid Price \$ 202.00 per foot based on a 1140 foot minimum.

Rock Excavation is excluded from this proposal

Orhers to furnish all permits, line and grade stakes, inspection, engineering and watchman charges, barricades, flates, other required safety devices, exact locarion of all underground utilities in the vicinity, carrier pipe and jointing waterful if required, maintain access to working hit for rubber street whicles, dig and maintain a dry shound working pit and receiving pir (if required) which meets and exceeds OSHA requirements regarding shoating and/or shoring (see dimensions below) and provide handrails meeting the requirements of section 1926, 500 paragraph f, subsection IVI, including requirements for fall protection (ie. Ladder cages). Capitol Tunneling can construct handrails for and additional \$1000, per pit. Others to dewater. (Length x Width x inches below invert of Casing Pipe) Receiving Pit: 8' x 8' 38'x12"x 20" If rock including boukless are encountered and the casing cannot be advanced with our mining equipment, we will invoice for the length installed and completion of the installation by another method such as jacking or tunneling will be negotiated. If underground utilities, conduits, foundations, piling, or other structures are encountered, they will be removed at the expense of others. If any hazardous unsterials are encountered including but not limited to communicated soils and/or communicated water, they too will be removed at the expense of others. State and Municipal taxes are not included in the price quoted.

Proposal Expires on: December 12, 1999

Authorized Signature

Terms 00% on monthly estimates of prices shown above, balance 30 days after completion by our force

Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted. It is understood this proposal is incorporated into the contract documents and therefore is part of sub-contract.