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May 10, 2000

Mr. Richard Fair, P.E.
City Engineer
City of Mason
214 W. Main Street
Mason, Ohio 45040

Re: Mason Rec Center Water Main Extension

Dear Richard:

We will provide the city with professional services as noted below in the scope of services to extend water main from Mason Montgomery Road at the entrance to Corwin Nixon Park to the intersection of Fairway Drive and Cloverwood Court. I have also noted fees for those services and conditions this proposal is subject to.

I. SCOPE OF SERVICES

Item A – Preliminary plan and cost estimate

1. Prepare two preliminary plans showing alternate routes for the trunk main and service to the proposed recreation center and high school and a new service to the existing pool facility in Corwin Nixon Park.
2. Prepare cost estimates to reflect costs for those two alternates.

Item B – Detailed Plans

1. Perform the necessary surveys and field verifications of the proposed area of construction for rights-of-way, elevations, topography, easements and property boundaries for design purposes.
2. Prepare detailed Construction Plans and Specification in accordance with design requirements established by the City of Mason which shall include, but not be limited to the following:
 - a) All existing utilities within the project area, as identified by the utility companies, must be identified on the detail plans.
 - b) Each property owner must be identified on the plans by an owner and parcel (sidwell) number.

- c) Each structure and all surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees and appurtenances) within the construction limits must be shown and identified on the plans by field or aerial survey.
3. Meet periodically to review the detail plans, specifications and other documents.
4. Prepare the following documents in accordance with the specifications and requirements of the City of Mason.
 - a) Contract Documents.
 - b) Detail Specifications of the materials to be furnished in the construction of the proposed facilities.
 - c) Detail Specifications of the method and manner of constructing the proposed facilities.
 - d) Engineer's opinion of probable construction cost based on approved plans.
5. Prepare and submit detailed plans, specifications and all required data sheets, permits and applications to the City Engineer and the Ohio Environmental Protection Agency for approval, and make all changes for alterations necessary to obtain these permits and approvals.
6. All modification to the detail plans resulting from the various reviews must be performed under the terms and amounts of this Agreement.
7. Upon request, provide up to ten (10) sets of approved plans, specifications, and contract documents to the City as well as one (1) reproducible mylar copy.
8. Prepare and submit easement drawings for the necessary public easements for a permanent water line easement and a temporary construction easement as shown on the construction drawings for each of the affected parcels.

Item C – Bidding and Negotiation

1. Attend and assist the City in conducting a prebid conference. Prepare addenda as deemed appropriate to respond to comments received at the conference.
2. As requested by the City, respond to clarification questions raised by bidders and prepare addenda to Contract Documents. Attend bid opening.

Item D – Services During Construction

1. Consult with and advise the City during construction phase as to whether or not the performance of the contractor is generally in conformance with the Contract Documents.

2. Furnish survey crews to establish base line and bench marks per City requirements as references for the contractor to construct the improvements.
3. Provide input to City to contractor's schedule and schedule of values to determine if the information contained therein conforms to requirements as set forth in the Contract Documents.
4. Provide construction observation services to report compliance and non-compliance of the contractor's performance with the detailed plans and specifications, keep daily diaries and provide the City copies of same.
5. Attend meetings, at the request of the City, with contractors, such as progress meetings, job conferences and other project-related meetings.
6. Review applications for payment with contractor for compliance with the established procedure for their submission and forward recommendations to the City, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Item E – Completion of Construction

The Consultant will plan and execute activities required by the City in order to achieve an orderly and expeditious completion of each construction phase.

1. Prepare and provide one (1) set of reproducible record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the observer and the contractor. Identify additional drawings that may be required to be prepared by each contractor, in a limited number of instances, for clarity.

II. CITY RESPONSIBILITIES

The City shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

4. Give prompt written notice to the Consultant whether City observes or otherwise becomes aware of any defect in the project.
5. Make all aerial photography, aerial mapping, horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the City and transferred to the Consultant.

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the City to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the City.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis in accordance with the attached fee schedule.

The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.

Based on the requirements of the construction Contract Documents, Specifications, and Detail Plans described herein, total compensation for all services performed under this Agreement and all direct reimbursable expenses shall not exceed the total amount as set forth in the following schedule. Item A through Item E shall not be initiated without prior written authorization of the City.

Item A	Preliminary Design	\$ 1,800.00
Item B	Detailed Plans	\$22,500.00
Item C	Bidding & Negotiation	\$ 1,000.00
Item D	Services During Construction Contract Administration & Resident Observation	\$ 8,000.00
Item E	Completion of Construction Administration	\$ 3,700.00
TOTAL (Items A through D)		\$37,000.00

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant. Consultant's invoice shall be based upon the percentage of completion of Consultant's tasks hereunder.

IV. CONSULTING SERVICES NOT PROVIDED

The following engineering services are not to be provided under this Agreement, but may be provided by a separate agreement or under the Supplementary Services Section of this Agreement, if required by the City.

1. Preparing to serve or serving as an expert witness for the Owner in any litigation.
2. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
3. Furnishing the services of special consultants for other than normal civil engineering incidental thereto.
4. Special field investigations, including the taking of borings and laboratory testing of soil and rock samples shall be an additional expense beyond the scope of these services.
5. Public hearings or the preparation for hearings related to the OEPA anti-degradation process.
6. Major revisions due to changes after preliminary design review and approval by the City of Mason and OEPA.
7. Any re-staking resulting from vandalism or destruction by construction contractors will be charges as an incidental expense.

V. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Consultant to the City if requested in writing by the City. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the City providing for the specific item or supplementary service.


VI. COMPENSATION FOR SUPPLEMENTARY SERVICES

Remuneration for the supplementary services furnished under this Agreement shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant. Remuneration for these services shall be on a "per-hour" basis described herein.

Should you find this agreement acceptable, please sign below and return a copy for our records.

Richard Fair, P.E.
City Engineer
City of Mason

Date


Robert L. Garlock
Bayer Becker Engineers

5-12-00
Date