

## ORDINANCE 09-49 AC CMS

### AN ORDINANCE AUTHORIZING BURGESS & NIPLE, INC. TO PERFORM ADDITIONAL ENGINEERING WORK RELATED TO THE ONGOING IMPROVEMENTS AT THE CITY OF OBERLIN RAW WATER PUMP STATION AND AT THE WATER TREATMENT PLANT AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manger is hereby authorized and directed to execute the **attached agreement** with Burgess & Niple, Inc. for additional engineering work related to the ongoing improvements at the City of Oberlin Raw Water Pump Station and at the Water Treatment Plant in an amount not to exceed \$29,250.00.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

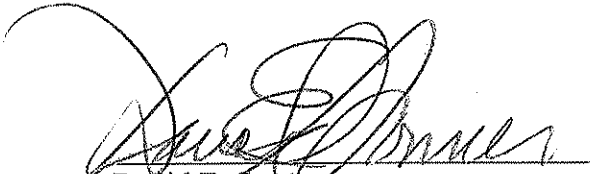
SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

*"to authorize additional necessary engineering work as soon as possible relating to the ongoing improvements at the City of Oberlin Raw Water Pump Station and at the Water Treatment Plant"* and shall take effect immediately upon passage.

PASSED: 1st Reading – June 15, 2009 (E)  
2nd Reading -  
3rd Reading -

ATTEST:

  
Belinda B. Anderson  
CLERK OF COUNCIL

  
David E. Sommer  
PRESIDENT OF COUNCIL

POSTED: 6/16/2009

EFFECTIVE DATE: 6/15/2009

SUPPLEMENTAL AGREEMENT NO. 4  
BETWEEN  
CITY OF OBERLIN, OHIO  
AND  
BURGESS & NIPLE, INC.  
FOR ENGINEERING AND ARCHITECTURAL SERVICES

This Supplemental AGREEMENT shall be attached to and become a part of the Master AGREEMENT dated July 1, 2002.

**SECTION III - SCOPE OF SERVICES**

**C. DESIGN IMPROVEMENTS**

**C-4 Services During Construction**

Supplemental Agreement No. 3 signed 6/6/06 by the City Manager included a fee of \$158,400 for Services During Construction. The fee of \$158,400 was based on a 12-month construction schedule. At design completion and based on contractor requests during the bidding period, B&N and the City agreed that the construction schedule should be extended to a total of 15 months. Currently the General Contractor is requesting a contract extension of an additional 6 weeks so that the total construction duration will be 16 ½ months.

Some of B&N construction services will require additional time and expense due to the 4 ½-month construction schedule extension. The following services will require additional time:

1. Review and recommend payment or nonpayment of requests for progress payment by the Contractor.
2. Prepare additional detailed meeting minutes.
3. Schedule and conduct biweekly meetings at the site to review the work. Conduct additional site visits as necessary.
4. Respond to requests for information regarding the application of the Contract Documents.
5. Meetings with the OWNER as required. Provide additional project management.

Nothing in this AGREEMENT, with respect to furnishing of Construction Administration, Services shall be construed to make B&N responsible for, nor to have control of, construction means, methods, techniques, sequences, procedures or for safety precautions and programs in connection with the work, nor to make B&N responsible for the contractor's failure to carry out the work in accordance with the Contract Documents, nor to confer responsibility upon B&N for any acts or omissions of the Contractor, subcontractors, or others performing or inspecting the work.

**SECTION IV - FEE FOR PROFESSIONAL SERVICES**

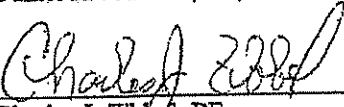
B&N will provide these services on the basis of the attached hourly fee schedule, plus reimbursable expenses for a not-to-exceed fee of \$29,250, unless approved in writing by the OWNER. This will increase the Services During Construction fee from \$158,400 as shown in Supplemental Agreement No. 3 to \$187,650.

**SECTION VI - SIGNATURES**

If the terms of this AGREEMENT are satisfactory, please acknowledge by returning one signed and dated original copy as our authorization to proceed.

**BURGESS & NIPLE, INC.**

  
\_\_\_\_\_  
Daniel R. Johnson, PE, Client Representative

  
\_\_\_\_\_  
Charles J. Zibbel, PE  
Executive Vice President

DRJ:cal

Attachment 1, Hourly Rates  
and Reimbursable Costs

**CITY OF OBERLIN, OHIO**

\_\_\_\_\_  
Eric Norenburg, City Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Eric R. Severs, Law Director

\_\_\_\_\_  
Date

### TYPICAL RANGE OF HOURLY RATES

Burgess & Niple offers many services and disciplines. Listed below are major invoicing categories, related personnel and typical hourly rates for some services. The invoicing categories listed may not be the only categories shown on an invoice; however, categories shown are anticipated on a typical project. Labor categories and hourly rates invoiced will be based on the actual personnel involved in the project. These hourly rates include all direct and indirect overhead and profit projected for 2009, and will be adjusted accordingly in following years.

Invoice Category	Related Personnel	Hourly Rates
Member/Associate	Staff Consultant	\$135 - \$320
Engineer	Management Department Head Project Director Project Manager Project Engineer Graduate Engineer	\$60 - \$220
Geologist	Sr. Geologist Geologist Technician	\$65 - \$220
Architect	Department Head Project Manager Project Architect Graduate Architect Arch. Designer	\$50 - \$220
Project Representative*		\$90 - \$130
Technician*	Department Head Surveyor Engineering Aide Interior Designer	\$45 - \$170
Drafter*	Drafter CADD Operator	\$35 - \$165
Clerical*		\$45 - \$130

\*Non-exempt classifications are subject to the payment of overtime at the rate of 1.5 times the above-stated hourly rate.



**BURGESS & NIPLE**

**Expenses**

Travel	Cars	\$0.55/mile*
Technology Charge		\$4.00/hour
Subconsultants		1.1 x Invoiced Amount
Other Reimbursable Costs		At Cost

\*Or allowable IRS rate

**The above rates are confidential information and may not be disclosed to anyone without our written consent.**