

CITY OF OBERLIN, OHIO

ORDINANCE NO. 22-13 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. OF BOWLING GREEN, OHIO FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR ANAEROBIC DIGESTION AND SOLIDS HANDLING IMPROVEMENTS AT THE CITY OF OBERLIN WATER ENVIRONMENT PROTECTION FACILITY AS AN EMERGENCY MEASURE

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Poggemeyer Design Group, Inc. of Bowling Green, Ohio for professional engineering design services for Anaerobic Digestion and Solids Handling Improvements at the City of Oberlin Water Environment Protection Facility in an amount not to exceed \$150,000.00 in substantially the form attached hereto .

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 proceed with design as soon as possible to ensure the efficient operation of the Water Environment Protection Facility in accordance with its OEPA permit; and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: February 22, 2022
 2nd Reading: _____
 3rd Reading: _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL


HEATHER ADELMAN
PRESIDENT OF COUNCIL

POSTED: 02/23/2022

EFFECTIVE DATE: 02/22/2022

**CLIENT PROFESSIONAL SERVICES AGREEMENT
WEPF ANEROBIC DIGESTER/SOLIDS
OBERLIN, OHIO
PDG PROPOSAL NO. MW221700.001P (REVISED)**

This Agreement is made on: February 23, 2022

Between City of Oberlin, Ohio with offices at Oberlin City Hall, 85 South Main Street, Oberlin, Ohio 44074 (Client and Owner)

And Poggemeyer Design Group, Inc. (a Kleinfelder Company) with offices at 1168 North Main Street, Bowling Green, Ohio 43402 (PDG)

Recitals

- A. Client wishes to appoint PDG to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. PDG has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, PDG's Proposal, dated January 12, 2022 which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A); and
 - (c) third, this Agreement.
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 PDG shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as PDG and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees

and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

3. STANDARD OF CARE

- 3.1 PDG will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of PDG's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 PDG makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 PDG will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by PDG of this Agreement, Client will direct PDG in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 PDG will only sign certifications relating to the Services if PDG agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. PDG'S RESPONSIBILITIES

- 4.1 PDG will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 PDG will, as reasonably directed by Client or its authorized agent:
 - (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by PDG beforehand. All Services shall be fully completed no later than July 1, 2022, unless earlier terminated by either party or extended by the parties' mutual written agreement.

- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay PDG on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by PDG in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 PDG will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. PDG will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
 - Client will pay a **lump sum** of \$_____. PDG will invoice monthly on a percentage completed basis.
 - Client will pay on a **time and material basis not to exceed** the sum of \$150,000.00 (One Hundred Fifty Thousand and 00/100). PDG will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, PDG will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to PDG in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for PDG's Services are adjusted once annually to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by PDG and consistent with PDG's overall compensation practices and procedures. PDG reserves the right to periodically adjust its fee schedule.
- 6.4 PDG will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 PDG may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 PDG will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 PDG will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. All limits will be 1M minimum limits.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by PDG under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or PDG may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in PDG's compensation.
- 8.2 PDG will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. PDG will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and PDG cannot agree upon an equitable adjustment in the schedule and compensation, and PDG does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 PDG will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided PDG reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to PDG by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that PDG may retain one copy of all such documents.

10.2 Client agrees:

- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by PDG pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
- (b) PDG will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
- (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
- (d) reuse without the specific prior written consent of PDG will be at the user's sole risk and without PDG liability, and Client agrees (i) to remove PDG's and PDG's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless PDG and PDG's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by PDG pursuant to this Agreement will be subject to approval at PDG's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with PDG on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with PDG.
- 11.3 Client acknowledges and agrees that PDG is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, PDG indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of PDG and its employees, agents, representatives, subcontractors, and any other party for whom PDG is legally responsible (**PDG Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the PDG Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this

indemnity provision does not include, and in no event shall PDG be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by PDG. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any PDG insurance policy.

- 12.2 CLIENT/GOVERNMENT ENTITY agrees to hold CONSULTANT harmless from and against liabilities, losses or damages caused by the negligence or fault of CLIENT/GOVERNMENT and its employees, agents, representatives, subcontractors, and all other parties for whom CLIENT/GOVERNMENT ENTITY is legally responsible ("Client Parties"), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

- 13.1 The maximum aggregate liability of PDG arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to PDG for the Services or \$50,000, and Client hereby releases PDG from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
- 13.2 This limitation of liability has been agreed after Client and PDG discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to PDG.
- 13.3 As used in this clause 13, "PDG" includes PDG, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either PDG or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

- 15.1 Client agrees:
- (a) PDG will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;

- (b) PDG's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) PDG will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

- 16.1 Client agrees to:
- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
 - (b) provide an adequate area for PDG's Site office facilities, equipment storage, and parking;
 - (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
 - (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

- 17.1 PDG will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

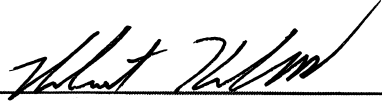
- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and PDG agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 Client and PDG shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. PDG may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and PDG have caused this Agreement to be executed on the date first written above.

CLIENT: CITY OF OBERLIN, OHIO

By: 

Printed Name: Rob Hillard

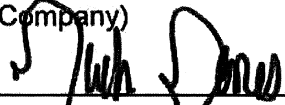
Title: CITY MANAGER

By: _____

Printed Name: _____

Title: _____

ENGINEER: POGGEMEYER DESIGN GROUP, INC.
(A Kleinfelder Company)

By: 

Printed Name: Jack A. Jones, P.E.

Title: Area Manager

By: 

Printed Name: Michael Atherine, P.E.

Title: Area Manager

- ATTACHMENTS:** Exhibit A, PDG Scope of Services
Exhibit B, Scope of Improvements
Exhibit C, Fee Schedule
Exhibit D, PDG Hourly Rate Schedule
Exhibit E, Certificate of Owner's Attorney and Availability of Funds

EXHIBITS

**EXHIBIT A
SCOPE OF SERVICES
WEPF ANAEROBIC DIGESTER/SOLIDS HANDLING IMPROVEMENTS**

Engineering Design

- ❖ Meet with WEPF staff and City officials to review and discuss Scope of Services, schedule and strategy for developing the proposed improvements.
- ❖ City to review and select all equipment to be include with this project and shall provide Poggemeyer Design Group, Inc. (PDG) with sufficient detailed information to enable the selected equipment to be incorporated into the detailed plans and specifications.
- ❖ City to provide excavator to expose depth of the existing sludge bed walls and width of the concrete footer.
- ❖ City to provide a dimensional cross section drawing of the existing concrete foundation for the Sludge Dewatering Building including reinforcing steel.
- ❖ Dewatered Sludge Storage Structure shall be a pre-manufactured pole building, pre-engineered metal building, and/or fabric structure.
- ❖ Other buildings to be masonry design.
- ❖ PDG is not responsible for any equipment sizing, selection, or operational performance capabilities. The basis for this design is similar to design build format where our involvement is to develop permit approved drawings based on contractor equipment selection.
- ❖ City to provide written notification from Ohio EPA that a Permit to Install (PTI) will not be required for these proposed improvements.
- ❖ PDG to provide one (1) design based on the selected equipment information provided by the City. If equipment selection is changed by the City after design completion, then a fee adjustment will be required for the re-design.
- ❖ Perform necessary on-site field measurements and topographic survey required to complete the detailed plans.
- ❖ Prepare detailed plans and specifications for the proposed improvements. City to provide front end documents to be included in specifications/bid documents.
- ❖ Hold periodic design review meetings with WEPF staff/operators and City officials.
- ❖ Develop detailed cost estimate.
- ❖ Review final plans and specifications and cost estimate with City.

Bidding Services

- ❖ City to provide all services required to bid the project including providing prospective bidders copies of the detailed plans, specifications, and bidding documents, attending bid opening, and issuing addenda as appropriate to clarify, correct, or change the bidding documents.
- ❖ PDG will answer questions and provide clarification of detailed plans and specifications to prospective bidders and City as required.
- ❖ PDG will develop and provide to the City, addenda to clarify any design issues as needed to issue to prospective bidders by the City.
- ❖ Assist with review of submitted bids.

Engineering During Construction Services

- ❖ These services can be provided if requested by the City for an additional fee.

EXHIBIT B SCOPE OF IMPROVEMENTS

I. Sludge Dewatering Improvements

- Sludge Dewatering Building
- Sludge Dewatering Unit (1) *
- Sludge Feed Pump *
- Polymer Feed System *
- Sludge Dewatering Building Heating System *
- Dewatered Sludge Storage Structure (Sludge Beds 1 – 4) *
- Dewatered Sludge Conveying System *
- Process Piping and Valves

II. Anaerobic Digester Rehab

- Floating Cover (Replacement) or Membrane Gas Storage *
- Waste Gas Flare System *
- Gas Piping, Safety Equipment *
- Digester Mixing System *
- Boiler/Heat Exchanger Unit *
- Replace Digester Feed Pumps (2) *
- Digester Building Addition for Boiler\Heat Exchanger
- Digester Cleaning Allowance
- Miscellaneous Building Improvements
- Process Piping and Valves

III. Sludge Holding Tanks Renovations

- Remove Precast Concrete Covers
- Concrete Rehabilitation (if necessary)
- Sludge Mixers (3) *
- Effluent Launder Troughs (3)
- Process Piping and Valves

IV. Miscellaneous Project Requirements

- Sitework
- General Electrical
- Instrumentation and Control *

Notes:

*All equipment to be selected by the City and City to provide sufficient information to enable the selected equipment to be incorporated into the detailed plans and specifications.

**EXHIBIT C
FEE SCHEDULE**

- I. Fee: A time and expense not to exceed fee in the amount of \$150,000.00 based on the following estimated distribution of compensation:

1	Topo Survey	\$1,500
2	Design	\$143,500
3	Bidding	\$5,000
	TOTAL	\$150,000

- These hourly rates shall be adjusted annually each year through the course of the contract.

NOTE: Not included in our fee:

- Permit fees.

EXHIBIT D
2020-2021 HOURLY RATES – PROFESSIONAL SERVICES

Area Director	\$167.50
Area Manager.....	\$157.50
Dept. Director	\$149.50
Dept. Manager.....	\$145.50
Project Manager Leader	\$145.50
Sr. Project Manager.....	\$139.50
Project Manager	\$137.50
Project Engineer/Architect	\$127.50
Design Engineer/Architect	\$117.50
Architect/Engineer	\$97.50
Sr. Designer	\$127.50
Design Technician	\$117.50
Sr. CAD Technician	\$97.50
CAD Technician.....	\$75.00
Project Developer	\$117.50
Project Administrator	\$127.50
Project Coordinator.....	\$137.50
Environmental Planning Administrator	\$107.50
Project Integrator	\$125.00
Project Administration Assistant	\$102.50
Housing Administrator	\$115.00
Housing Specialist	\$107.50
Housing Specialist Assistant.....	\$79.50
Housing Inspector.....	\$79.50
Community Development Specialist	\$77.00
IT Manager	\$117.50
Administrative Support.....	\$59.50
Administrative Assistant.....	\$67.50
Graphic Design.....	\$107.50
GIS Technician	\$105.00
Professional Surveyor.....	\$145.50
Crew Leader.....	\$127.50
Survey-Robotics	\$144.50
Instrument Person	\$117.50
Survey Assistant.....	\$55.00
Resident Observer.....	\$87.50
Sr. Project Observer	\$79.50
Project Observer.....	\$69.50
General Assistant	\$49.50
Sr. Intern.....	\$54.50
College Intern	\$47.50

Mileage @ \$0.56 per mile

NOTE:

- Reimbursable expenses including Irons, stakes, lath, phone, printing, photos and miscellaneous. Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually each year through the course of the contract.
- Includes CADD equipment.

EXHIBIT E
CERTIFICATE OF OWNER'S ATTORNEY AND AVAILABILITY OF FUNDS

1. CERTIFICATE OF OWNER'S ATTORNEY

I, _____ the undersigned, duly authorized and acting legal representative of the City of Oberlin, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____

Seal:

Signed: _____

Title: _____

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Sal Talarico, Fiscal Officer of the City of Oberlin, Ohio hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of the City of Oberlin, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: February 23, 2022

Seal:

Signed: [Signature]

Title: Finance Director

APPROVED AS TO FORM

Date: 2/23/22

[Signature]

Jon D. Clark, Oberlin City Law Director