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ORDINANCE NO. 89-07 AC CMS

AN ORDINANCE AUTHORIZING AN ADDENDUM TO THE CONTRACT BETWEEN THE CITY OF OBERLIN AND FINKBEINER, PETTIS AND STROUT, LTD., OF TOLEDO, OHIO, FOR ADDITIONAL WASTEWATER CONSTRUCTION DESIGN WORK

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

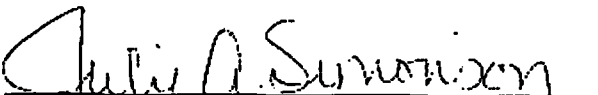
SECTION 1. That the City Manager is hereby authorized and directed to enter into an addendum to the contract between the City of Oberlin and Finkbeiner, Pettis and Strout, Ltd., of Toledo, Ohio, Consulting Engineers, for additional wastewater construction design services, a copy of said addendum being attached hereto and incorporated herein by reference, for an amount not to exceed \$58,514.70, and said monies are hereby so appropriated from the Wastewater Construction Fund account.

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.

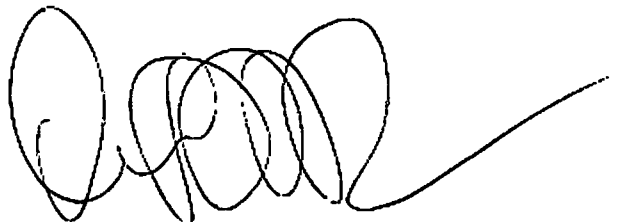
SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - February 6, 1989
2nd Reading - February 21, 1989
3rd Reading - March 6, 1989

ATTEST:



Clerk of Council



Chairman of Council

POSTED: March 8, 1989

EFFECTIVE DATE: April 5, 1989

ADDENDUM NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

DATE OF CONTRACT - JULY 7, 1987

DATE OF ADDENDUM NO. 1 - MARCH 21, 1988

WHEREAS, a Contract was entered into on July 7, 1987 by the between THE CITY OF OBERLIN, OHIO, hereinafter called the CITY and/or OWNER, and FINKBEINER, PETTIS & STROUT, LIMITED hereinafter called the ENGINEER and;

WHEREAS, under said Contract, the OWNER agreed to employ said ENGINEER to render engineering services in connection with the preparation of detailed plans and specifications for Wastewater Treatment Plant and Sanitary Sewer Improvements for the OWNER; and

WHEREAS, the Sanitary Sewer Improvements included design of a sanitary sewer in Professor Street as included in Addendum No. 1 to this Contract; and

WHEREAS, there were significant changes in the scope of the original design concepts as required by the OWNER as a result of direction from the Ohio EPA and the OWNER's representatives; and

WHEREAS, the ENGINEER is entitled to additional compensation as a result of these required changes as outlined in Paragraph 2.1.3.;

NOW THEREFORE, pursuant to the authority of an Ordinance dated April 5, 1989, it is mutually agreed between the OWNER and the ENGINEER that the Contract dated July 7, 1987 and subsequently amended on March 21, 1988 shall now be amended as follows:

1. Final Design Phase

Paragraph 1.2., Final Design Phase, is hereby amended to include additional design work as described in Attachment "A" to Exhibit E, EPA Form 5700-41, included with this Addendum.

2. Payment for Services

Payment for the additional design work will be on the basis of cost reimbursement, plus fixed fee, as described in Paragraph 5.1.1. and outlined on the attached EPA Form 5700-41, labeled Exhibit E.

IN WITNESS WHEREOF, said parties have made and executed this Contract as of the day and year first above written.

APPROVED AS TO FORM

CITY OF OBERLIN, OHIO (OWNER)

Ernest R. Seaver
City Attorney

By *J. Chris Linton*
Interim City Manager

FINKBEINER, PETTIS & STROUT, LIMITED
(ENGINEER)

By *Lennard R. Smith*
& *Gay C. Baker*

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE OBERLIN, OHIO		2. GRANT NUMBER C-391365-02
3. NAME OF CONTRACTOR OR SUBCONTRACTOR FINKBEINER, PETTIS & STROUT, LIMITED		4. DATE OF PROPOSAL January 16, 1989
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (include ZIP code) 570 White Pond Drive Akron, Ohio 44320		6. TYPE OF SERVICE TO BE FURNISHED Revisions to Design Costs for Oberlin Wastewater Treatment Plant Improvements

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Managers	32	\$ 35.18	\$ 1,125.80	
Engineers	703	15.38	10,810.05	
Drafters	194	10.84	2,103.40	
Technicians	30	16.40	492.00	
DIRECT LABOR TOTAL:				\$ 14,531.25
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	* BASE *	ESTIMATED COST	
Overhead on Direct Labor	45.0	\$ 14,531.25	\$ 6,539.06	
General and Administrative Overhead	73.6	14,531.25	10,695.00	
INDIRECT COSTS TOTAL:				\$ 17,234.06
9. OTHER DIRECT COSTS				
a. TRAVEL				ESTIMATED COST
(1) TRANSPORTATION 2,244 miles @ 22.5¢				\$ 504.90
(2) PER DIEM				\$
TRAVEL SUBTOTAL:				\$ 504.90
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)				ESTIMATED COST
				\$
				\$
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS				ESTIMATED COST
PSI - Geotechnical Services				\$ 18,173.50
SUBCONTRACTS SUBTOTAL:				\$ 18,173.50
d. OTHER (Specify categories)				ESTIMATED COST
				\$
OTHER SUBTOTAL:				\$
e. OTHER DIRECT COSTS TOTAL:				\$ 18,678.40
10. TOTAL ESTIMATED COST				\$ 50,443.71
11. PROFIT				\$ 8,070.99
12. TOTAL PRICE				\$ 58,514.70

[illegible]

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☐ YES ☒ NO (If "Yes" give name address and telephone number of reviewing office)

48 CFR 31.2

(2). January 15, 1989 and that a financial management capability exists to fully and accurately account for the financial transactions under this project, I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.


SIGNATURE OF PROPOSER

PARTNER / PROJECT MANAGER
TITLE OF PROPOSER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

J. Chris Wilson
SIGNATURE OF REVIEWER

Interim City Manager
TITLE OF REVIEWER

SIGNATURE OF REVIEWER

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ATTACHMENT A

DESIGN PHASE - WASTEWATER TREATMENT PLANT IMPROVEMENTS

OBERLIN, OHIO

1988

1. Structural Repair to Existing Sludge Drying Beds

DIRECT LABOR

Project Engineer	8 hrs @ \$17.50	=	\$ 140.00
Structural Engineer	2 hrs @ \$15.25	=	30.50
Engineer	2 hrs @ \$13.75	=	27.50
Architectural Drafter	4 hrs @ \$11.00	=	<u>44.00</u>

Sub-Total Direct Labor			\$ 242.00
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2. Repairs to the North Blower Building Sludge Well Structure

DIRECT LABOR

Project Engineer	3 hrs @ \$17.50	=	\$ 52.50
Electrical Engineer	2 hrs @ \$16.40	=	32.80
Mechanical Engineer	2 hrs @ \$13.70	=	27.40
Chief Drafter	2 hrs @ \$19.65	=	39.30
Specification Writer	2 hrs @ \$16.55	=	<u>33.10</u>

Sub-Total Direct Labor			\$ 185.10
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3. Tertiary Sand Filter Media Replacement including Chemical Cleaning System and Backwash System. This will allow the flow from the secondary plant to flow through the tertiary sand filter system.

DIRECT LABOR

Chief Production Engineer	14 hrs @ \$36.85	=	\$ 515.90
Project Engineer	16 hrs @ \$17.50	=	280.00
Chief Design Engineer	4 hrs @ \$26.05	=	104.20
Electrical Engineer	4 hrs @ \$16.40	=	65.60
Engineer	120 hrs @ \$13.75	=	1,650.00
Chief Drafter	4 hrs @ \$19.65	=	78.60
Architectural Drafter	24 hrs @ \$11.00	=	264.00
Utility Drafter	24 hrs @ \$ 7.80	=	187.20
Estimator	2 hrs @ \$15.65	=	31.30
Specification Writer	2 hrs @ \$16.55	=	<u>33.10</u>

Sub-Total Direct Labor			\$3,209.90
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4. Final Settling Tank Skimmer and Scum Removal System

DIRECT LABOR

Chief Production Engineer	8 hrs @ \$36.85	=	\$ 294.80
Chief Design Engineer	4 hrs @ \$26.05	=	104.20
Engineer	8 hrs @ \$13.75	=	110.00
Chief Drafter	2 hrs @ \$19.65	=	39.30
Architectural Drafter	12 hrs @ \$11.00	=	<u>132.00</u>

Sub-Total Direct Labor \$ 680.30

5. V-Notch Weir and Baffle Plate Replacement in Primary Circular Settling Tank

DIRECT LABOR

Engineer	2 hrs @ \$13.75	=	\$ 27.50
Architectural Drafter	2 hrs @ \$11.00	=	22.00
Specification Writer	2 hrs @ \$16.55	=	<u>33.10</u>

Sub-Total Direct Labor \$ 82.60

6. Influent Flow Splitter Addition and Associated Piping Improvements

DIRECT LABOR

Chief Production Engineer	6 hrs @ \$36.85	=	\$ 221.10
Project Engineer	4 hrs @ \$17.50	=	70.00
Chief Design Engineer	8 hrs @ \$26.05	=	208.40
Engineer	84 hrs @ \$13.75	=	1,155.00
Architectural Drafter	16 hrs @ \$11.00	=	176.00
Specification Writer	2 hrs @ \$16.55	=	<u>33.10</u>

Sub-Total Direct Labor \$1,863.60

7. Basement Access and Floor Finishing of South Blower Building

DIRECT LABOR

Project Engineer	8 hrs @ \$17.50	=	\$ 140.00
Structural Engineer	2 hrs @ \$15.25	=	30.50
Engineer	32 hrs @ \$13.75	=	440.00
Architectural Drafter	16 hrs @ \$11.00	=	176.00
Estimator	2 hrs @ \$15.65	=	<u>31.30</u>

Sub-Total Direct Labor \$ 817.80

8. Replace Deteriorated Steel Doors With Aluminum Doors Within the Plant Site

DIRECT LABOR

Engineer	4 hrs @ \$13.76	=	\$ 55.04
Architectural Drafter	1 hrs @ \$11.00	=	<u>11.00</u>

Sub-Total Direct Labor \$ 66.04

9. Repair Structural Cracks and Leaks in the Aerobic Digester Area, Tertiary Building and North Blower Building Areas

DIRECT LABOR

Project Engineer	1 hrs @ \$17.50	=	\$ 17.50
Structural Engineer	1 hrs @ \$15.25	=	15.25
Architectural Drafter	1 hrs @ \$11.00	=	<u>11.00</u>

Sub-Total Direct Labor \$ 43.75

10. Additional Geotechnical Assistance in Response to Ohio EPA's Questions Concerning Groundwater Hydrology and a Groundwater Monitoring Plan Around the Earthen Equalization Basin and Sludge Lagoons

DIRECT LABOR

Project Manager	4 hrs @ \$23.50	=	\$ 94.00
Project Engineer	80 hrs @ \$17.50	=	1,400.00
Chief Design Engineer	4 hrs @ \$26.05	=	104.20
Engineer	8 hrs @ \$13.75	=	110.00
Utility Drafter	16 hrs @ \$ 7.80	=	124.80
Specification Writer	8 hrs @ \$16.55	=	<u>132.40</u>

Sub-Total Direct Labor \$1,965.40

11. It was found that the existing pump station for the skimmings and scum removal did not have adequate pumping capacity, with the addition of scumming to the final settling tanks. Nor did they have the capacity of decanting the liquid from the scum. A new scum pump station had to be designed.

DIRECT LABOR

Project Engineer	4 hrs @ \$17.50	=	\$ 70.00
Chief Design Engineer	2 hrs @ \$26.05	=	52.10
Electrical Engineer	2 hrs @ \$16.40	=	32.80
Engineer	44 hrs @ \$13.75	=	605.00
Chief Drafter	4 hrs @ \$19.65	=	78.60
Architectural Drafter	28 hrs @ \$11.00	=	308.00
Estimator	1 hrs @ \$15.65	=	15.65
Specification Writer	8 hrs @ \$16.55	=	<u>132.40</u>

Sub-Total Direct Labor \$1,294.55

12. In reviewing the hydraulics of the plant, it was found that the inlet to the existing final settling tanks causes flow to backup all the way to the primary settling tanks. It was previously thought that the hydraulic restriction was in the RAS/Influent flume to the contact aeration tank. We also explored numerous other possible hydraulic restrictions prior to locating the problem.

DIRECT LABOR

Project Engineer	4 hrs @ \$17.50	=	\$ 70.00
Chief Design Engineer	2 hrs @ \$26.05	=	52.10
Engineer	42 hrs @ \$13.75	=	577.50
Architectural Drafter	4 hrs @ \$11.00	=	<u>44.00</u>

Sub-Total Direct Labor \$ 743.60

13. In discussions with the City it was found that plant operators indicated that the plant has adequate water pressure since Woodville Concrete had closed. However, it had also been discovered that a main backflow preventer was needed and a new flow meter for protection of the water supply was also required.

DIRECT LABOR

Project Engineer	2 hrs @ \$17.50	=	\$ 35.00
Engineer	12 hrs @ \$13.75	=	165.00
Utility Drafter	2 hrs @ \$ 7.80	=	15.60
Specification Writer	1 hrs @ \$16.55	=	<u>16.55</u>

Sub-Total Direct Labor \$ 232.15

14. A modification of the Emergency Power System to allow for peak shaving capabilities as indicated in our July 20, 1987 letter to the City of Oberlin.

DIRECT LABOR

Project Engineer	22 hrs @ \$17.50	=	\$ 385.00
Electrical Engineer	80 hrs @ \$16.40	=	1,312.00
Mechanical Engineer	24 hrs @ \$13.70	=	328.80
Architectural Drafter	12 hrs @ \$11.00	=	<u>132.00</u>

Sub-Total Direct Labor \$2,157.80

15. A change in the original design scope to include a gas line replacement to the facility as indicated in our July 20, 1987 letter to the City of Oberlin.

DIRECT LABOR

Project Engineer	2 hrs @ \$17.50	=	\$ 35.00
Engineer	8 hrs @ \$13.75	=	109.60
Architectural Drafter	8 hrs @ \$11.00	=	<u>88.00</u>

Sub-Total Direct Labor \$ 232.60

16. Replacement of the existing 14-inch buried air piping from the South Blower Building to the Aeration Tanks as indicated in our July 20, 1987 letter to the City of Oberlin.

DIRECT LABOR

Project Engineer	2 hrs @ \$17.50	= \$	35.00
Chief Design Engineer	2 hrs @ \$26.05	=	52.10
Engineer	36 hrs @ \$13.75	=	495.00
Architectural Drafter	12 hrs @ \$11.00	=	<u>132.00</u>

Sub-Total Direct Labor \$ 714.10