

ORDINANCE NO. 92-35 AC CMS

AN ORDINANCE AMENDING THE ENGINEERING SERVICES AGREEMENT  
BETWEEN THE CITY OF OBERLIN AND MICHAEL BENZA AND ASSOCIATES  
OF RICHFIELD, OHIO, TO PROVIDE FOR THE FURNISHING OF  
A RESIDENT PROJECT REPRESENTATIVE FOR THE CITY OF OBERLIN  
SOUTHEAST COLLECTOR SEWER PROJECT

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 Engineering Services Agreement between the City of Oberlin, Ohio, and Michael Benza and Associates for consulting engineering services is hereby amended to provide for the furnishing of a resident project representative for the City of Oberlin Southeast Collector Sewer Project, said amendment being attached hereto and incorporated herein by reference, and the City Manager is hereby authorized and directed to execute same on behalf of the City, said services shall not exceed \$23,100.00.

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 shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - May 18, 1992  
2nd Reading - June 1, 1992 (Emergency)  
3rd Reading -

ATTEST:

  
CLERK OF COUNCIL

  
CHAIRMAN OF COUNCIL

POSTED: June 4, 1992

EFFECTIVE DATE: June 1, 1992

**CONTRACT AMENDMENT #2 TO OBERLIN CITY ENGINEERING CONTRACT**

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF  
AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on August 1, 1991, between OBERLIN, (OWNER) and MICHAEL BENZA & ASSOCIATES, INC., (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents, and in particular the specific limitations set forth in paragraph 1.6 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

**A. GENERAL**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

**B. DUTIES AND RESPONSIBILITIES OF RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes

thereof.

3. Liaison:

- a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples - NOT APPLICABLE

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modification in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports:
  - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, 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.

11. Certificates, Maintenance and Operation Manuals - Not applicable
12. Completion:
  - a. Before City issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of OWNER AND CONTRACTOR and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on final list have been completed or corrected and make recommendations to OWNER concerning acceptance.

#### **C. LIMITATIONS OF AUTHORITY**

##### **Resident Project Representative:**

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by OWNER.
2. Shall not exceed limitations of OWNER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OWNER.

#### **D. PAYMENT**

**Method of Payment:** Owner shall pay ENGINEER for services contained herein as follows:

1. For services of Resident Project Representative on the basis of \$30 per hour.
2. For services of Engineer, principals and employees engaged on the project at the request of the City Manager, on the basis of the schedule of rates in Engineer's Contract with the City of Oberlin.

3. In addition to the above payments, OWNER shall pay ENGINEER the actual cost of milage, toll and reproduction expenses incurred in connection with the project.

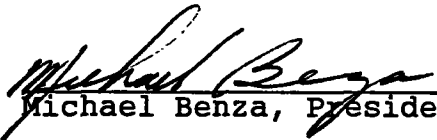
**E. PROJECT**

The amendment is specifically for the SOUTHEAST SEWER PROJECT to be constructed during 1992 in the City of Oberlin, Ohio. It is anticipated that eighty-nine (89), eight-(8) hour, non-premium time inspection work days will be needed during construction. Based on the above-referenced time estimate and on estimates of reimbursed expenses, this contract amendment will not exceed \$23,100 unless authorized additional services under Section D.2 are mandated by the City Manager.

CITY OF OBERLIN

MICHAEL BENZA & ASSOCIATES, INC.

  
Deborah Kimble, City Manager

  
Michael Benza, President