

ORDINANCE NO. 97-76 AC CMS

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE ENGINEERING FIRM OF FINKBEINER, PETTIS & STROUT, INC., OF AKRON, OHIO, FOR A WATER GENERAL PLAN

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 a contract with the firm of Finkbeiner, Pettis & Strout, Inc., of Akron, Ohio, for the provision of technical and engineering services required for the development of a general plan for future water service, area, water source, and development of a capital improvement plan to meet the potable water needs for the City of Oberlin for an amount not to exceed \$19,000.

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 - July 7, 1997
2nd Reading - July 14, 1997 (E)
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: July 17, 1997

EFFECTIVE DATE: July 15, 1997

AGREEMENT FOR ENGINEERING SERVICES

THIS IS AN AGREEMENT, made and entered into this 22nd day of August, 1997, by and between the CITY OF OBERLIN, OHIO, hereinafter called the "OWNER", and FINKBEINER, PETTIS & STROUT, INC., Consulting Engineers, of Akron, Ohio their successors or assigns, hereinafter called the "ENGINEER".

WITNESSETH THAT:

Under the authority of Ord 97-26, passed July 14, 1997, the OWNER agrees to employ the ENGINEER to furnish engineering services in connection with preparation of the OWNER's Water General Plan.

The OWNER and the ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the ENGINEER and the payment for those services by the OWNER as set forth below.

The ENGINEER shall serve as the OWNER's professional engineering representative and give professional engineering consultation and advice to the OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF THE ENGINEER

After execution of this Agreement by the OWNER, the ENGINEER shall:

1.1. Prepare Water General Plan in accordance with the Scope of Services included in the ENGINEER's letter proposal to the OWNER dated June 17, 1997, and included herein as Exhibit A.

SECTION 2 - ADDITIONAL SERVICES

2.1. If authorized in writing by the OWNER, the ENGINEER will provide Additional Services related to the Assignment or furnish general consultation services as may be requested from time to time by the OWNER.

2.2. In addition to the services which the ENGINEER agrees to furnish the OWNER under Section 1, the ENGINEER may also furnish Design, Bidding and Construction Phase services for specific projects. All of such services, however, will be furnished by the ENGINEER only after execution of a separate Agreement with the OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

The OWNER will:

3.1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the ENGINEER's services, including previous reports and any other data relative to the services to be performed which reports and data the ENGINEER may rely on in the performance of his services.

3.2. Provide all criteria and full information as to OWNER's requirements for the ENGINEER's services, including objectives and constraints, and any budgetary limitations; and furnish copies of all standards which OWNER will require.

3.3. Arrange for access to and make all provisions for the ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.4. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

SECTION 4 - PAYMENTS TO THE ENGINEER

4.1. For the services to be performed by the ENGINEER under Section 1, the OWNER agrees to pay the ENGINEER a lump sum fee of \$19,000.00.

4.2. For additional services authorized by the OWNER under Section 2, the OWNER agrees to pay the ENGINEER a cost-reimbursement multiplier fee based on Payroll Costs involved in performing the services, and as defined in Paragraph 4.3., plus 120% thereof, plus Reimbursable Expenses as defined in Paragraph 4.4.

4.3. Payroll Costs mean salaries and wages paid to the ENGINEER's personnel engaged directly in performing the services plus the current cost of customary and statutory benefits.

4.4. Reimbursable Expenses mean the actual expenses incurred directly in connection with any phase of the Project including, but not limited to: subcontract cost and expenses (plus 10% of the total); transportation; meal expense; lodging; rental of equipment; photo expense; parcel delivery and postage; miscellaneous supplies and reproduction of reports, Drawings, Specifications and similar Project related items.

4.5. Invoices for ENGINEER's Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly. Invoices are due and payable on receipt.

4.6. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

4.7. In the event OWNER issues a Purchase Order or other instrument related to the ENGINEER's services, it is understood and agreed that such document is for OWNER's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1. ENGINEER's Services for a report under this Agreement will be considered completed at the earlier of (1) the date when the Report is accepted by OWNER or (2) thirty days after the date when the

Report is submitted for final acceptance, plus in each case, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Report.

SECTION 6 - OPINIONS OF COST

6.1. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgement as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

7.2.1. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of ENGINEER) whether or not the Project is completed.

7.2.2. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic media files will be at the user's sole risk.

7.2.3. When transferring documents in electronic media format, ENGINEER makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

7.2.4. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without the liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER

and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

7.2.5. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. *Owner's Representative.*

The Director of Public Works, or his designated representative, shall act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority, to the extent permissible by law and by OWNER's procedures, to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to the ENGINEER's services under this Agreement.

7.4. *Successors and Assigns.*

7.4.1. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

7.4.2. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

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

APPROVED AS TO FORM

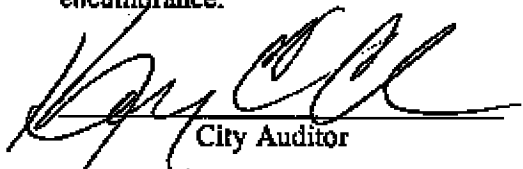


Law Director

CITY OF OBERLIN, OHIO
(OWNER)

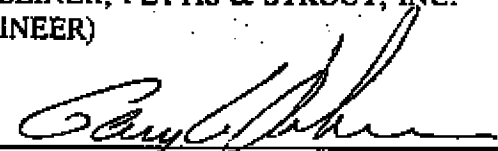
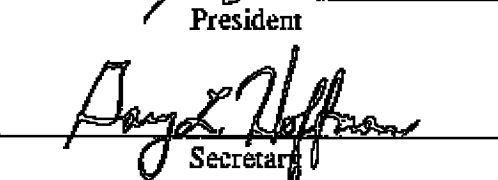
By 
City Manager

CERTIFICATION OF AVAILABILITY
OF FUNDS

I hereby certify that the \$19,000 required for this contract has been lawfully appropriated and is in the treasury or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.


City Auditor

Date

FINKBEINER, PETTIS & STROUT, INC.
(ENGINEER)

By 
President
& 
Secretary

This Contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____
City Auditor

FINKBEINER, PETTIS & STROUT, INC.

June 17, 1997

CONSULTING ENGINEERS
ESTABLISHED 1900
SUITE 2400
520 SOUTH MAIN STREET
AKRON, OHIO 44311-1010
330-454-1993
330-374-1093 FAX

Mr. Michael J. Sigg
Director of Public Works
City of Oberlin
85 South Main Street
Oberlin, Ohio 44074

Re: Oberlin, Ohio
Water General Plan
PROPOSAL

Dear Mr. Sigg:



We are pleased to present for your approval a cost proposal for the Water General Plan. As previously agreed, only Part 1 of a two part scope can be clearly defined at this time. This proposal provides a cost for Part 1 services only.

SCOPE OF SERVICES

Part 1: Establish Future Water Service Area and Water Source

1. An initial kick-off meeting would be held with City water treatment plant personnel and City Administration officials to discuss the scope of work and to gather information. From this particular meeting, the goals of the study would be reviewed and input would be received from City personnel to help FPS understand the specific needs of the City.
2. Explore the future water service area and develop three potential sources or combinations of sources of water supply for evaluation. Discuss these alternatives with City personnel, make the necessary changes to accommodate the needs of the City, and evaluate the different alternatives on a cost effective basis. This analysis would include construction costs and operation and maintenance costs for a 20 year period to determine which alternative would be most cost effective for the City. Advantages and disadvantages of each alternative would be discussed including the constructability aspects for each alternative and the ability to expand the present facilities in the future.
3. A field survey with the help of City personnel would be done for the water system beginning at the raw water supply and reservoir system and proceeding all the way through the finished water high service pumping facilities at the water treatment plant. The purpose of this review would be to provide an overview of each element of the water treatment system to generally determine its adequacy and particular problems or maintenance requirements. This information would be utilized in

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determining the general requirements for replacement or rehabilitation at the water treatment plant in order to evaluate the treatment plant as a viable alternative for the future.

4. Review current treatment and operational practices. Assign useful life expectancies to water treatment plant components and describe the general overall physical condition of the existing facilities and its ability to meet future SDWA requirements.
5. After evaluating the items studied in Steps 1 through 4, determine the future water service area and outline the best alternative for future water sources. Establish, in cooperation with City officials, the development of a Part 2 Study which would focus on the Selected Alternative.
6. Summarize the findings of Items 1 through 5, prepare final recommendations for the service area and water source to meet projected future needs and prepare a draft report for the City. Meet with City officials to review the preliminary report, make any necessary revisions and submit 20 copies of the final report to the City of Oberlin. Two presentations of the report are anticipated - one before the Public Utilities Committee and one before City Council.

Part 2: Development of a Capital Improvements Program for the Selected Alternative

The scope for Part 2 would be developed in the Part 1 report. Upon authorization, the selected alternative from Part 1 would be outlined in detail to establish costs and a capital improvements program. A prioritized listing of capital improvements that would provide the basis for establishing any water bonding issues or other types of financing that may be needed would be included.

SCHEDULE

This project is important to the City of Oberlin. Adequate time should be provided for its completion, while also recognizing the need for timely information. With this in mind, FPS proposes to commit the resources of our firm to complete this project within the following schedule:

Part 1	120 days
Part 2	120 days

We would be pleased to discuss this proposed scope of services with you at your earliest convenience.

Mr. Michael J. Sigg
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FEE

It is our intent to have John E. Foster & Associates, Inc. assist us with Scope Item No. 2 in the Part 1 evaluation in the amount of \$2,500.00 of the total lump sum fee of \$19,000.00, subject to your approval.

Thank you for this opportunity to submit this proposal for this project which may have long term ramifications to the City of Oberlin. With the assistance of John E. Foster & Associates, Inc. and Project Manager David A. Frank and Operations Specialist Marvin C. Gnagy along with the writer, we believe that we are providing the team best suited to work with the City. Please contact Mr. Frank or the writer to discuss this proposal.

Sincerely,

Gary L. Hoffman, P.E.
Principal

GLH/slr