

RESOLUTION NO. 20-1992

Offered by Mr. Stoerkel

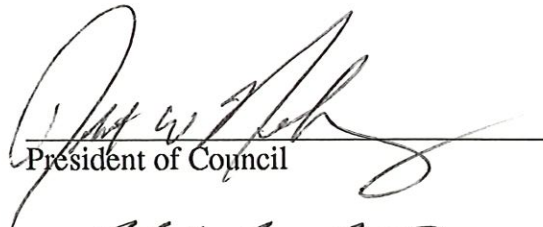
A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO ADDENDUM NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES DATED FEBRUARY 5, 1991 UNDER RESOLUTION 80-1990 FOR SEWER DISTRICT NO. 1 WITH FINKBEINER, PETTIS & STROUT, LTD., AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:


SECTION 1: That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into an Agreement for Engineering Services dated February 5, 1991 with Finkbeiner, Pettis & Strout, Ltd., a copy of which Addendum Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2: This Resolution is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason to provide immediate Engineering Services for the Brecksville Road Sanitary Sewer Improvement Project and provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed: 5-5-92




President of Council



Mayor Ralph R. Waszak, Sr.

Dated: 5/5/92

ATTEST:



May N. (Peggy) Malone
Clerk of Council

ADDENDUM TO AGREEMENT FOR ENGINEERING SERVICES

WHEREAS, an Agreement was entered into on September 22, 1986, by and between the VILLAGE OF RICHFIELD, OHIO, hereinafter called the "OWNER", and FINKBEINER, PETTIS & STROUT, LIMITED, Consulting Engineers of Akron, Ohio, their successors or assigns, hereinafter called the "ENGINEER"; and,

WHEREAS, under said Agreement the OWNER agrees to employ said ENGINEER to render engineering services in connection with improvements to the OWNER's sewerage system; and,

WHEREAS, this Agreement was amended on 5/5/92, 1992 under the authority of Resolution No. 20-1992 to provide for construction related engineering services for work within Sewer District No. 1; and,

WHEREAS, the OWNER wishes to proceed with construction related engineering services for Sewer District No 1; and,

WHEREAS, the Agreement must be amended to authorize the additional services and payment to the ENGINEER for said services:

NOW THEREFORE, this 5th day of May, 1992, the OWNER hereby agrees to amend said Agreement with said ENGINEER, under the Authority of Resolution No. 80-1990 passed on 3/19, 1991, to provide these services as follows:

1. Services for the following tasks are hereby authorized:
 - a. Bidding and Construction Phase (Paras. 1.3 and 1.4)
 - b. Resident Project Representation (Para. 2.3)


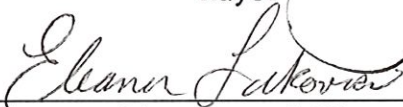
2. Paragraph 5.1.2. is amended to reflect the estimated engineering costs for Items 1a and 1b, listed above, as included with the attached Exhibit D.

3. Add Paragraph 7.7.4. to read as follows:

- "Exhibit D - Engineering Cost Summary for Bidding and Construction Phase and Resident Project Representation - dated August 12, 1991."

IN WITNESS WHEREOF, the parties have made and executed this Addendum on the day and year first above written.

VILLAGE OF RICHFIELD, OHIO
(OWNER)

By 
Mayor
& 
Director of Finance

FINKBEINER, PETTIS & STROUT, LIMITED
(ENGINEER)



By 
& 

EXHIBIT D

SEWER DISTRICT NO. 1

VILLAGE OF RICHFIELD, OHIO

ENGINEERING COST SUMMARY

March 6, 1992

A. BIDDING AND CONSTRUCTION PHASE

Direct Labor*		
Engineers and Managers	604 hours	\$12,314.95
Drafters	266 hours	3,127.31
Technicians	346 hours	4,104.49
Surveying	410 hours	4,446.56
Clerical	24 hours	192.00
Total Direct Labor		\$24,185.31
Indirect Labor (151.9%)		36,737.49
Other Direct Costs		
Mileage	\$2,500	
Printing & Plan Repro	2,500	
UPS/Postage	500	
Miscellaneous	500	
Total	\$6,000	6,000.00
Sub-Total		\$66,922.80
Fixed Fee (15.0%)		10,038.42
TOTAL - BIDDING CONSTRUCTION PHASE		\$76,961.22

* Include hours for additional survey work to establish field control and the modification of the recently approved Operations and Maintenance Manual.

B. RESIDENT PROJECT REPRESENTATION

Direct Labor		
Construction Engineer	200 hours	\$ 3,352.00
Resident Representative	2,799 hours*	30,224.25
Total Direct Labor		\$ 33,576.25
Indirect Labor (151.9%)		51,002.33
Other Direct Costs		
Mileage	6,534.00	
Photos	1,200.00	
Miscellaneous	800.00	
Total	\$8,534.00	\$ 8,534.00
Sub-Total		\$ 93,112.58
Fixed Fee (15.0%)		13,966.89
TOTAL - RESIDENT PROJECT REPRESENTATION		\$107,079.47

* Includes an assumption of approximately 6.0% additional overtime and a 15 month total construction period