

03-03-10P12:06 RCVD

**SUPPLEMENTAL AGREEMENT NO. 5
BETWEEN
CITY OF OBERLIN, OHIO
AND
BURGESS & NIPLE, INC.
FOR ENGINEERING AND ARCHITECTURAL SERVICES**

This Supplemental AGREEMENT shall be attached to and become a part of the Master AGREEMENT dated July 1, 2002.

SECTION III – SCOPE OF SERVICES

C. DESIGN IMPROVEMENTS

C-4 Services During Construction

The construction of improvements at the Water Treatment Plant is currently ongoing and, per a conversation with the General Contractor, and Water Treatment Plant staff, substantial completion should be realized by mid February, and completion by the end of March.

Some of B&N's construction services will require additional time and expense due to this 7 month extension. The following services will require additional time:

1. Review and recommend payment or nonpayment of requests for progress payment by the Contractor.
2. Prepare additional detailed meeting minutes.
3. Schedule and conduct meetings at the site, as necessary to review the work.
4. Respond to requests for information regarding the application of the Contract Documents.
5. Meetings with the OWNER as required. Provide additional project management.

Nothing in this AGREEMENT, with respect to furnishing of Construction Administration, Services shall be construed to make B&N responsible for, nor to have control of, construction means, methods, techniques, sequences, procedures or for safety precautions and programs in connection with the work, nor to make B&N responsible for the contractor's failure to carry out the work in accordance with the Contract Documents, nor to confer responsibility upon B&N for any acts or omissions of the Contractor, subcontractors, or others performing or inspecting the work.

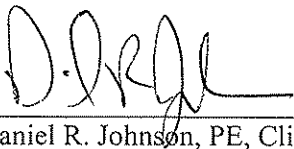
SECTION IV – FEE FOR PROFESSIONAL SERVICES

B&N will provide these services on the basis of the attached hourly fee schedule, plus reimbursable expenses for a not-to-exceed fee of \$23,300, unless approved in writing by the OWNER. This will increase the Services During Construction fee from \$187,650 as shown in Supplemental Agreement No. 4 to \$210,950.

SECTION VI – SIGNATURES

If the terms of this AGREEMENT are satisfactory, please acknowledge by returning one signed and dated original copy as our authorization to proceed.

BURGESS & NIPLE, INC.

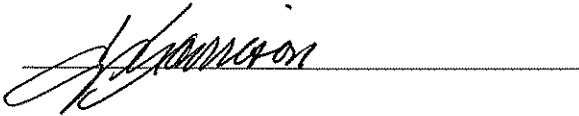


Daniel R. Johnson, PE, Client Representative

CITY OF OBERLIN, OHIO



Eric Norenberg, City Manager



DRJ:cal

Attachment 1, Hourly Rates
and Reimbursable Costs

2/17/10

Date

APPROVED AS TO FORM:



Eric R. Severs, Law Director

2/17/10

Date

**BURGESS & NIPLE****TYPICAL RANGE OF HOURLY RATES**

Burgess & Niple offers many services and disciplines. Listed below are major invoicing categories, related personnel and typical hourly rates for some services. The invoicing categories listed may not be the only categories shown on an invoice; however, categories shown are anticipated on a typical project. Labor categories and hourly rates invoiced will be based on the actual personnel involved in the project. These hourly rates include all direct and indirect overhead and profit projected for 2010, and will be adjusted accordingly in following years.

Invoice Category	Related Personnel	Hourly Rates
Member/Associate	Staff Consultant	\$135 - \$320
Engineer	Management Department Head Project Director Project Manager Project Engineer Graduate Engineer	\$60 - \$220
Geologist	Sr. Geologist Geologist Technician	\$65 - \$220
Architect	Department Head Project Manager Project Architect Graduate Architect Arch. Designer	\$50 - \$220
Project Representative*		\$90 - \$130
Technician*	Department Head Surveyor Engineering Aide Interior Designer	\$45 - \$170
Drafter*	Drafter CADD Operator	\$35 - \$165
Clerical*		\$45 - \$130

*Non-exempt classifications are subject to the payment of overtime at the rate of 1.5 times the above-stated hourly rate.

Expenses

Travel	Cars	\$0.50/mile*
Technology Charge		\$4.00/hour
Subconsultants		1.1 x Invoiced Amount
Other Reimbursable Costs		At Cost

*Or allowable IRS rate

The above rates are confidential information and may not be disclosed to anyone without our written consent.