

**City of Oberlin, Ohio**

**ORDINANCE No. 12-33 AC CMS**

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH MOODY-NOLAN, INC. OF COLUMBUS, OHIO, FOR PROFESSIONAL ARCHITECTURAL SERVICES REGARDING THE PROJECT TO RESTORE THE HISTORIC GASHOLDER BUILDING IN THE CITY OF OBERLIN AND DECLARING AN EMERGENCY**

WHEREAS, by Ordinance 05-43 AC CMS City Council authorized a contract with Moody-Nolan, Inc. of Columbus, Ohio for professional architectural services for the project to restore the historic Gasholder Building in the City of Oberlin in the amount of \$56,760.00; and

WHEREAS, said contract was subsequently amended by Ordinance 06-74 AC CMS to provide additional compensation in the amount of \$143,240.00 for additional professional design services; and

WHEREAS, during the course of the development of the project, it has been determined that the project would be best served by restructuring the design contract to provide for project phasing in three phases: Exterior Restoration, Site Development and Final Design of Interior Improvements; and

WHEREAS, in order to restructure said Contract to provide for complete professional architectural services for Phase I – Exterior Restoration and for Phase II – Site Development, it is necessary to limit the scope and the fee of the professional architectural services for Phase III - Final Design of Interior Improvements, to Schematic Design only.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to execute an amendment to the contract between the City of Oberlin and Moody-Nolan, Inc. of Columbus, Ohio, for the restoration of the historic Gasholder Building in the City of Oberlin to provide for project phasing, a copy of the proposed contract amendment being attached hereto and incorporate herein by reference.

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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

"to allow for timely continuation of a project under construction" and shall take effect immediately upon passage.

PASSED: 1st Reading – May 7, 2012 (S, E)  
2nd Reading -  
3rd Reading -

ATTEST:



BELINDA B. ANDERSON, CMC  
CLERK OF COUNCIL



RONNIE J. RIMBERT  
PRESIDENT OF COUNCIL

POSTED: 05/08/2012

EFFECTIVE DATE: 05/07/2012



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 002

**TO:** Jeffery J. Baumann  
Public Works Director  
City of Oberlin  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: June 6, 2005

**BETWEEN** the Owner:  
*(Name and address)*  
City of Oberlin  
85 South Main Street  
Oberlin, OH 44074

05-14-12 P04:48 RCVD

and the Architect:  
*(Name and address)*  
Moody Nolan, Inc.  
300 Spruce Street, Suite 300  
Columbus, OH 43215

for the Project:  
*(Name and address)*  
The adaptive re-use of the Gasholder Building and development of the surrounding 1.3 acre site.

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As Follows:

Contract Amendment #02:  
This Amendment revises Contract Amendment #01 dated Sept. 2006 and the original Contract dated June 6, 2005.

Article 1.4.1: Is amended to divide the remaining work into three phases with a revised scope:

Phase 1:  
Phase 1 (now under construction) separated the exterior shell restoration into a separate phase per letter dated October 16, 2009. Per letter dated October 31, 2011, we will add Bidding and Construction Administration Services to this phase as follows:

**Bidding Services:**

1. Coordinate with Oberlin to write a Notice to Bidders
2. Engage a printer in the Cleveland area to print drawings and distribute Addendums.
3. Attend the Pre Bid conference and tour the site with contractors
4. Answer questions and RFI's.
5. Produce Addendums for the printer to distribute.
6. Attend the Bid opening
7. Analyze bids and assist with awarding the contract.

**Construction Services:**

1. Attend bi-weekly meetings at the job site.

2. Answer RFI's
3. Review product submittals.
4. Review shop drawings.
5. Review pay requests.
6. Observe the construction for compliance with the Contract Documents.
7. Coordinate with 3rd party reviewer, Quality Control Inspections, Inc.

We propose to provide these services based on hourly rates for the following not to exceed fees:

Bidding:	\$ 5,500 *	(Based on previous email to Darlene Colaso)
Construction:	\$22,400 *	
Total:	\$27,900	

Phase 2:

This phase will involve mostly site work and will focus on completing the priorities listed in the NOACA grant:

1. Site parking for the park and ride function
2. Connection to bike path
3. Site restroom
4. Small picnic shelter
5. Site walkways
6. Basic landscaping (not including interpretive gardens)
7. Site utility work; water, sewer and site electrical

Additional elements: An outdoor performance area and a 14'x14' bicycle shelter will be included in the schematic design options for Phase 2. A cost estimate will be done at this point and will be used to determine which of the site options will be carried through to construction documents.

This phase will then be taken through Bidding and Construction.

We propose to provide these services for the following lump sum fees:

Schematic Design	9,465.00	
Design Development	9,465.00	
Contract Documents	25,240.00	
Bidding	4,000.00	*
Construction Services	14,930.00	*
Includes 9 site visits @ 1,040.00 per visit		
Total:	\$63,100.00	

\* Based on hourly rates not to exceed. Invoices will reflect hours spent and corresponding rates.

Phase 3:

Article 1.5.1 Is amended to include the following revised fees: (This revises the fee distribution as outlined in Contract Amendment #01, Article 1.5.1 , Sept. 2006) Fees for the revised scope or work are as follows:

Phase 3 Interior:

Schematic Design	\$18,647.00
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Design Development, Contract Documents, Bidding and Construction Administration Services are not included in the scope of services under Phase 3 of this Contract.

Reimbursable expenses as defined in the original contract, contract amendment and proposed reduction in this amendment will apply to this work.

Article 1.5.5: Is amended to include the following revised reimbursable expenses:  
Remaining reimbursable funds now total \$13,870.50

Total Architects fee not to exceed \$157,225.00 for phases I, II and III not including reimbursables and environmental work.

Total architects fee not to exceed \$200,000.00 for the scope of work in phases I, II and III as specified herein, including \$76,535.50 as previously expended.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
See above.

Time:  
Article 1.5.9: Is amended as follows:  
The work scope as defined in this amendment is to be completed within eighteen (18 months from the date of this amendment.

Phase 3 scope as identified in this amendment is to be completed within four (4) months from the date of this amendment.

SUBMITTED BY:

  
(Signature)

Curtis J. Moody, FAIA, President & CEO  
(Printed name and title)

(Date)

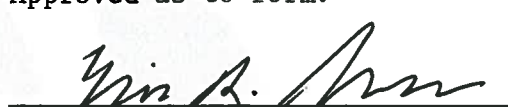
AGREED TO:

  
(Signature)

Eric Norstrom City Manager  
(Printed name and title)

5/8/12  
(Date)

Approved as to form:

  
Eric R. Severs, Law Director

5/10/12  
Date