

RESOLUTION NO. 02-21  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Palcher ON  
THE 11<sup>th</sup> DAY OF January, 2021.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO  
ENTER INTO AN AMENDMENT OF THE AGREEMENT FOR  
ARCHITECTURAL AND SPECIFICATION SERVICES WITH  
CT CONSULTANTS, INC.**

**WHEREAS**, the City of Centerville previous contracted with CT Consultants, Inc. pursuant to a Master Agreement for Professional Services dated January 28, 2020 to advise the City and render necessary engineering, architectural and planning services in connection with projects undertaken by the City; and

**WHEREAS**, the City of Centerville subsequently entered into an agreement for design and bidding services for improvements to the Public Works Facility on October 19<sup>th</sup>, 2020 through Resolution Number 73-20; and

**WHEREAS**, the City is desirous of obtaining construction administration services to assist the City's Public Works Director during construction of the improvements to the Public Works Facility; and

**WHEREAS**, the City desires to seek assistance based upon a scope of services identified by the City; and

**WHEREAS**, CT Consultants, Inc. has unique knowledge of municipal governments and a demonstrated ability to assist in accomplishing the objectives of the City;

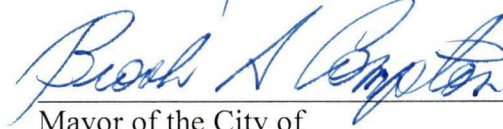
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF  
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS  
FOLLOWS:**

Section 1. The City hereby agrees to enter into an Amendment to the Agreement with CT Consultants, Inc. subject to the Master Agreement and the City Manager is hereby authorized to execute the Agreement with CT Consultants, Inc. in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville and subject to the Master Agreement dated January 28, 2020.

Section 2. The City would replace the 2020 hourly rates in Exhibit "A" with the 2021 rates in the Agreement.

Section 3. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 11<sup>th</sup> day of January, 2021.



\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:



\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 02-21, passed by the Council of the City of Centerville, Ohio on the 11<sup>th</sup> day of January, 2021.



\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney



**CITY OF CENTERVILLE - PUBLIC WORKS BUILDING IMPROVEMENTS  
NEW CONSTRUCTION ADMINISTRATION  
PROFESSIONAL SERVICES SCOPE  
200928**

**December 30, 2020**

**GENERAL DESCRIPTION, ASSUMPTIONS, AND SCOPE OF SERVICES:**

- The City of Centerville Public Works Facility is located at 7970 S. Suburban Road Centerville, Ohio 45458. Major existing building spaces included under roof consist of the Conditioned Office Space, Conditioned Vehicle Storage, Conditioned Vehicle Maintenance and Storage, Unconditioned Garage Space.
- This proposal is based on CD's and plan revisions developed to date.

**Construction Administration Services**

Construction Administration services will be provided. The services listed below are tasks that we anticipate performing during this new phase:

1. CT will host an Architect/Owner/Contractor orientation meeting at the Centerville Public Works Building as an opportunity for the Owner to meet the Contractor, review plans, Addendum plan adjustments, discuss the timing and approach for renovation with the selected Contractor.
2. Attend a pre-construction meeting with City Administration, the selected general contractor, and subcontractors.
3. Review general contractor and subcontractor submittals and shop drawings.
4. Answer legitimate requests for information from the general contractor and subcontractors, and their field personnel.
5. CT will attend progress meetings attended by Contractor and the City. The meetings are a forum to discuss items such as project schedule, budget issues, project progress and coordination of project work with various trades. We anticipate field site visits to observe progress as required within an expected 12-week construction duration. Our site visits will consist of a walk-through of the construction area, observation of progress, confirmation of compliance with construction documents.
6. CT will coordinate distribution of construction information to Contractor and Owner such as responses to RFIs, Construction Bulletins, Construction Directives, Phone Conversations, etc., to clarify questions that arise during construction of the project.
7. CT will evaluate the progress being made by Contractor with regard to its work tasks and contractual obligations against the overall project schedule on a weekly basis. We will review Contractor's Proposal Requests for potential change orders and make determinations and recommendations to the City for acceptance or rejection of the Proposal Request.
8. CT will process change orders and review shop drawings and other required submittals to be made by the contractors for compliance with the Construction Documents.
9. CT will provide Owner and Contractor supplemental drawing details required for construction during the course of construction as requested by the Owner or Contractor.

10. CT will review payment applications made by the contractors and make recommendations to the City for payment.
11. Perform a walk-through review with the General Contractor and the Owner at substantial completion, and document any discrepancies and/or items to be completed. Based on observations, a punch list will be developed and issued.
12. Provide PDF Record Drawings produced from as-built drawings noted in the field.

**Professional Services Fees:**

Our fees, including reimbursable expenses, for the Professional Services described above are as follows:

Construction Administration Services:

*Hourly*

See attached CT Consultants Hourly Fee Schedule for your reference. If you wish us to provide additional services over and above the basic services identified, we will provide requested services on a time and expense basis.

Sincerely,

**CT CONSULTANTS, INC.**

Michael A. Anderson, RA, AIA  
Senior Architect

***Proposal Approval & Authorization to Proceed***

If you approve this proposed scope of services, please sign below indicating your approval and authorization to proceed. We will perform these services under the terms and conditions of our Master Agreement with the City of Centerville.

\_\_\_\_\_/\_\_\_\_\_  
*Signature* / *Date*

\_\_\_\_\_  
*Printed Name & Title*

**CT Consultants, Inc.**  
**City of Centerville**

**2021**

| <b>Name</b>           | <b>Hourly Rate</b> |
|-----------------------|--------------------|
| Michael Anderson      | 142.50             |
| John DeGraaf          | 164.00             |
| Robert Dreyer         | 164.00             |
| Rhonda Fomby          | 56.00              |
| Jay Korros            | 142.50             |
| John Lampe            | 107.75             |
| Brian Sabla           | 120.00             |
| Danielle Wurzelbacher | 88.25              |



September 15, 2020

Pat Turnbull, Public Works Director  
City of Centerville, Public Works Center  
7970 S. Suburban Road  
Centerville, Ohio 45458

**RE: City of Centerville Public Works Building Improvements  
Professional Services Proposal  
CT Proposal Number P200XXX**

Dear Pat,

CT Consultants appreciates you thinking of us and this exciting opportunity to assist the City with improvements to the Public Works Center. We are very happy to present you with this proposal for architectural design and specification services, the scope of services is loosely based on your sketch and teleconference conversations with Jim Brinegar last Wednesday. We will use the building's record drawings for known conditions and new design along with field measurements and documentation. Please see our Professional Services Scope, outlined below, which describes the services and fees necessary to complete the project design and assist you with bidding the project.

**GENERAL DESCRIPTION, ASSUMPTIONS, AND OUR APPROACH:**

- The City of Centerville Public Works Facility is located at 7970 S. Suburban Road Centerville, Ohio 45458. Major existing building spaces included under roof consist of the Conditioned Office Space, Conditioned Vehicle Storage, Conditioned Vehicle Maintenance and Storage, Unconditioned Garage Space.
- Our Professional Services Scope is to provide architectural design, structural engineering, MEP Design and contract specifications for the building improvements in four key interior areas. We will start with a field investigation to validate the dimensions and conditions of the interior spaces. The four new design areas we will investigate and plan include the following (See Exhibit "A"):
  - Adding New Engineer Office in Existing Plan Review Space. Remaining plan review space will be used for transient drop-in spaces, accommodated by Contract Furniture designed and provided by others. We anticipate this will require modifications to the MEP systems and involve hard wall and ceiling changes, new interior finishes only with no structural engineering. Existing plan review storage, equipment and filing will be moved to New Elevated Mezzanine Room located within the existing Conditioned Vehicle Maintenance Garage.
  - Expanding and enlarging Group Leader's Office into Training Room, space should be sufficient for five separate group leader work areas. Creating New Supervisor's Office Adjacent to Mud Room. We anticipate this will require





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 City of Centerville PW Building  
 Improvements  
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modifications to the MEP systems and involve hard wall and ceiling changes, new interior finishes and casework with no structural engineering.

- Expanding Reception Area into Waiting Room, and segregating Vestibule into a Secure Space for limited Visitor Entry. Enlarged Receptionist Space is anticipated to be reconfigured to increase occupant work areas to three Administrative spaces. We anticipate this will require modifications to the MEP systems and involve hard wall and ceiling changes, new interior finishes and casework with no structural engineering.
  - New Elevated Mezzanine Room conditioned space will be created inside the existing Conditioned Vehicle Maintenance Garage. New Mezzanine will require demolition of the existing floor slab in four areas to create footings for new structural columns. This new space is anticipated to be an elevated structural concrete floor area enclosed by painted insulated metal studs and white metal liner panel exterior to the underside of the existing roof deck. The space will be accessed by open galvanized metal grating interior stairs and garage floor below to remain accessible for service vehicle clearance. New Mezzanine space will be temperature controlled with dropped ceiling and LED panels lighting inside the space and below the new floor deck.
- There will be no LEED or sustainable design requirements.
  - We anticipate this project will be designed, bid and built in one phase without separation into multiple phases or bid packages for construction or financing purposes.
  - This project will be designed and constructed according to the 2017 Ohio Building Code, currently in effect, and will include compliance with 2017 Ohio Mechanical Code and IECC energy code.
  - This project will be publically bid, and prevailing wage rates will be applicable.
  - We will administer the bidding of the project, including printing and distribution of the Bidding Documents, and maintaining the plan-holder list. Advertising costs are to be covered by the City.
  - We will complete the application and submit for general building permit. The City shall be responsible for all fees associated with the general building permit. All other permits and approvals, including associated fees, will be the responsibility of the Contractor.
  - Based on interior areas, details, specifications and hardware we design, we will include an *Architect's Opinion of Probable Cost* of the project for your use in appropriating fy 2021 funds for construction.



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City of Centerville PW Building  
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- We understand all scope areas of the project are limited to interior work and we are not anticipating any exterior building work including masonry patching, new roofing or roof patching.

Our Scope of Work, broken down by phase, is as follows:

### **DESIGN SERVICES**

1. We will engage your team with two (2) design meetings. First meeting will be to “kick-off” the project design with your team and discuss overall goals, desired materials, project approach, schedule, timing of deliverables and budget. The second meeting will be to review the project design progress at the 60% progress stage to discuss the design elements, address any questions you may have and ensure alignment with your expectations.
2. We will engage your building official to ensure he is comfortable with our design.
3. Perform field verification of existing site conditions to create base plans for design.
4. Produce a Project Manual, including Bidding Documents, instructions to bidders, general conditions, bid proposal forms, and technical specifications for project.
5. Construction Document deliverables include:
  - a. Project cover sheet with Building Code Notes
  - b. Life Safety Plans
  - c. Structural and Architectural demolition plans with notes and instruction
  - d. Structural and Architectural new work plans with notes and instruction
  - e. Mechanical, Electrical, Plumbing Plans and Sheet Specifications
  - f. Sections and Details as required
6. We will provide documents, stamped and signed by registered professionals. Answer all questions from these officials in order to secure the required permits for the project. Payment of all permit fees will be the responsibility of the City.
7. We will provide you with an *Architect’s Opinion of Probable Cost* document.

### **BIDDING AND NEGOTIATING SERVICES**

1. Actively participate in generating interest for reputable Contractors to bid project.
2. Attend a pre-bid meeting at the building.
3. Answer any legitimate questions from Contractors during bidding.
4. Issue addenda, if required, to clarify bidding requirements and answer questions.
5. Attend the bid opening meeting.
6. Review the bids for completeness. Verify references for the lowest and best bidder and issue a letter summarizing results.





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**CONSTRUCTION ADMINISTRATION SERVICES**

The following Construction Administration services will be hourly, estimated provided on a **time and expense basis**. The services listed below are typical duties performed as part of our Construction Administration Services:

1. Attend a pre-construction meeting with the City and Contractors.
2. Review Contractor submittals and shop drawings.
3. Answer legitimate requests for information from Contractor and field personnel.
4. Perform site visits to observe construction and/or attend progress meetings. These visits will be performed as required for the construction activities underway at the time.
5. Perform a walk-through review with the City and Contractor at substantial completion and document any discrepancies and/or items to be completed. Based on observations, a punch list will be developed and issued.
6. Provide Revit or AutoCAD Record Drawings produced from as-built drawings noted in the field.

**Project Schedule:**

This proposal assumes the project work will proceed within the next four weeks. Completion of the Contract Documents will take approximately eight (8) weeks after authorization to proceed; the bidding period is assumed to be four (4) weeks; and construction is anticipated to take approximately three (3) months to complete.

**Professional Services Fees:**

Our fees, including reimbursable expenses, for the Professional Services described above are as follows:

|                                       |                                |              |
|---------------------------------------|--------------------------------|--------------|
| Design/Bidding Services:              | Lump Sum Fee                   | \$ 38,000.00 |
| Construction Administration Services: | T&E (Estimated) - As Requested | \$8,500.00   |

If you wish us to provide additional services over and above the basic services specified, we will provide those additional services either on a time and expense basis, or for a pre-determined lump sum fee.

If you have any questions please contact me at 513-792-8405. If authorized to proceed, please sign below and return one original signed copy to our office (a color signed scan that is emailed will meet our requirements). We are prepared to initiate work upon authorization to proceed, and complete the design and documents to meet your schedule. We welcome the opportunity to discuss this proposal with you to clarify any issues or answer any questions you may have.



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Sincerely,

**CT CONSULTANTS, INC.**

Michael A. Anderson, RA, AIA  
Senior Architect

***Proposal Approval & Authorization to Proceed***

If you approve this proposed scope of services, please sign below indicating your approval and authorization to proceed. We will perform these services under the terms and conditions of our Master Agreement with the City of Centerville.

DocuSigned by:  
Wayne Davis / 10/20/2020  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
9F288DF21C4E487...  
Wayne Davis - City Manager

Printed Name & Title \_\_\_\_\_

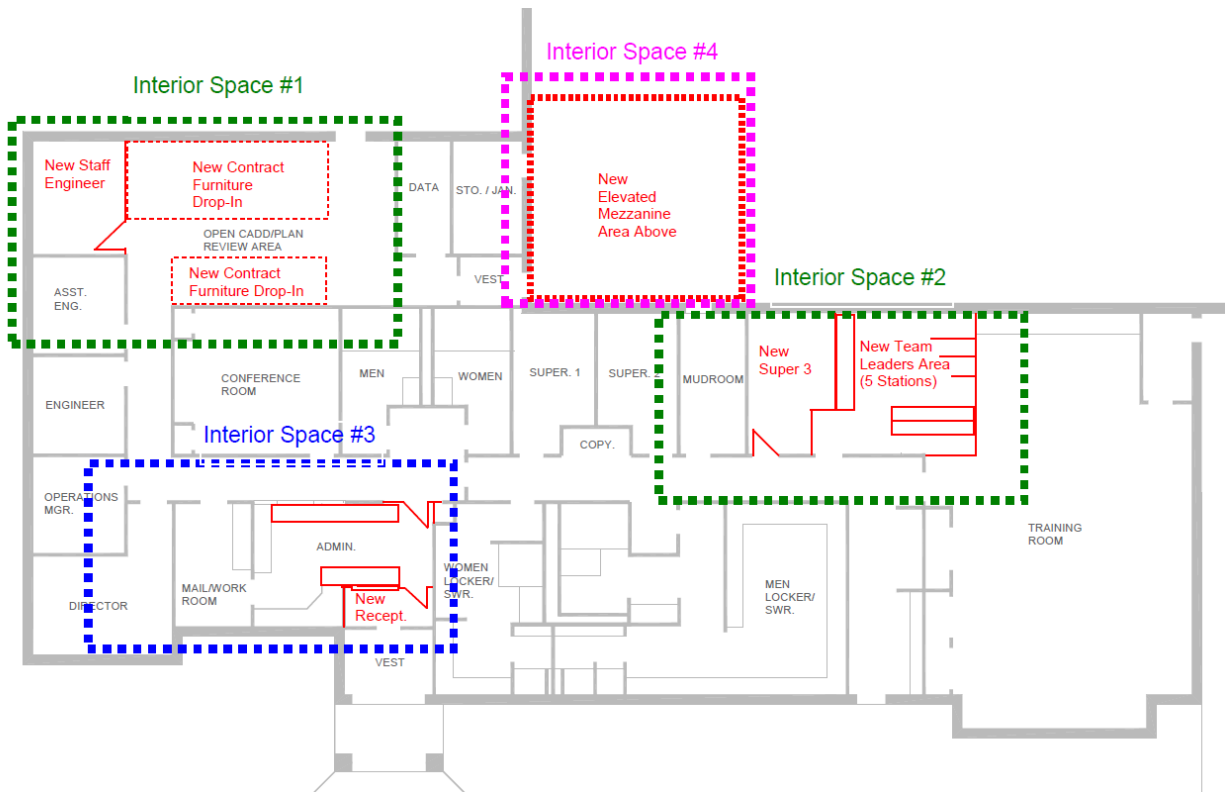
Reviewed as to  
Form

DocuSigned by:  
Scott A. Liberman  
68E4A876A81B448...

cc: John deGraaf, AIA, NCARB, Principal/Manager, Architecture Services



## Exhibit "A"



**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**CITY OF CENTERVILLE, OHIO**

**AND**

**CT CONSULTANTS, INC.**

**ENGINEERS ARCHITECTS PLANNERS SURVEYORS**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement made and entered into this 28<sup>th</sup> day of January 2019, 20 W.S.  
by and between the City of Centerville, Ohio hereinafter called "Owner", and CT Consultants, Inc.,  
hereinafter called "Consultant".

WITNESSED THAT, whereas the Owner hereby agrees to employ said Consultant to advise the Owner and render the necessary engineering, architectural and planning services in connection with projects undertaken by the Owner, hereinafter called "Improvements". NOW THEREFORE, the Owner and the Consultant in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART I

- A. The Consultant agrees to perform the necessary professional services in connection with the improvements as hereinafter stated and the Consultant will serve as the Owner's professional representative in those phases of the improvements as is required or necessary and will give consultation and advice to the Owner during the performance of this service. At the request of the Owner, the Consultant will provide basic professional services as follows:
  - 1. Make preliminary investigations, studies and reports for proposed improvements.
  - 2. Make all necessary calculations for the design of the improvements and prepare detailed plans and specifications for Owner's projects.
  - 3. Prepare the Notice to Bidders, for Owner's projects per Owner's requirements.
  - 4. Assist the Owner in obtaining and evaluating or negotiating proposals, and in preparing and awarding construction contracts.
  - 5. Consult with and advise the Owner as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractors for those portions of construction work for which such acceptability is required by bidding documents.
  - 6. Schedule and conduct a pre-construction meeting.
  - 7. Review the monthly and final estimates for payments to contractors.
  
- B. At the request of the Owner, the Consultant shall perform the following general and supplemental services as well as others as directed:
  - 1. Attend Council meetings and other miscellaneous meetings.
  - 2. Assist the Owner in the preparation of applications and supporting documents for governmental grants, loans or advances.
  - 3. Perform field surveys necessary for the design of the improvements and provide layout of the improvements as required for construction.
  - 4. Furnish the services of special Consultants.
  - 5. Furnish renderings, exhibits or models on all or any part of a project.

**PART III**

For the services performed by the Consultant, the Owner will pay the Consultant as follows:

- A. For all general and supplemental services and other services as directed, as outlined in Part I B., and for all projects under \$150,000.00 construction cost, at an hourly rate plus expenses based upon the current year fee schedule agreed to by the Owner:

**CURRENT FEE SCHEDULE:**

|                                   |           |
|-----------------------------------|-----------|
| Principal                         | \$ 208.00 |
| Senior Project Engineer/Architect | 160.00    |
| Project Engineer/Architect        | 139.00    |
| Engineer 2/Architect 2            | 117.00    |
| Engineer 1/Architect 1            | 105.00    |
| Designer 3                        | 102.00    |
| Designer 2                        | 86.00     |
| Engineer Intern                   | 53.50     |
| Construction Rep 3                | 88.50     |
| Technical Support                 | 54.50     |
| Survey Crew                       | 146.00    |

Expenses at Cost plus 10%

These hourly rates will be adjusted yearly.

For all major projects over \$150,000.00 preliminary construction cost, the fee for basic services shall be determined on a project by project basis with a specific scope and associated fee amount.

All supplemental services shall be compensated in accordance with Part III A.

The Owner shall make prompt monthly payments in response to the Consultant's detailed monthly statements for all categories of services rendered under this Agreement and for reimbursable expenses incurred hereunder.

If the Owner fails to make any payment due to the Consultant within thirty (30) days after receipt of the Consultant's bill, the amounts due to the Consultant shall bear interest at the rate of 1% per month from said thirtieth (30th) day. In addition, the Consultant may, after giving seven days written notice to the Owner, suspend services under this Agreement until it has been paid in full all amounts due it on account of its services and expenses.

If it becomes necessary to make any major revisions in the plans or specifications after they have been approved by the Owner, or any appropriate regulatory agency, the Consultant shall be reimbursed for such revisions at a reasonable rate agreed upon by both parties prior to making such revisions and based upon the extent of the revisions required.

It is agreed that the Consultant will not perform engineering services for any clients within the City, which would in any way be rendered before the City, and be in conflict with the official duties of the Consultant under this Agreement during the period that this Agreement is in effect.

#### PART IV

##### GENERAL PROVISIONS

1. Ownership of Documents:

All calculations, drawings, specifications and other work products whether in hard copy or machine readable form, of the Consultant for a Project are instruments of service for that Project only and shall remain the property of the Consultant whether the Project is completed or not. Reuse of any of the instruments of service of the Consultant by the Owner on extensions of the Project or any other project is expressly prohibited without written approval by the Consultant.

2. Termination:

This Agreement may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the Consultant shall be paid for all services performed to the termination date including reimbursable expenses.

3. Standard of Care

The Consultant's services as defined herein shall be performed in accordance with the professional engineering/architectural standard of care prevailing at the time the Services are provided. The Owner agrees to notify the Consultant in writing of any problems that arise from time to time during the course of any particular project and allow the Consultant to recommend solutions to the problems. If the Owner proceeds to implement a remedy to a problem without written notification to the Consultant, the Owner does so at his own risk and shall have no recourse to Consultant for any damage or relief.

The Owner shall add similar language to his contract with the Contractor(s) and/or subcontractor(s) that also notifies the Contractor(s) and/or subcontractor(s) that such procedure shall be followed by the Contractor(s) and/or subcontractor(s) who shall give written notice to all problems to the Owner.

4. Disputes:

Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.



5. Insurance:

Consultant shall procure and maintain for the duration of the contract, at its sole expense, the following insurance coverages and limits.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence.
2. **Workers' Compensation** insurance as required by the State of Ohio, with Statutory Limits, and Employer's Liability Insurance with limit no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employers' Liability coverage must be endorsed on the Commercial General Liability policy.
3. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

*Notice of Non-Renewal, Cancellation, or Material Change of Coverage*

Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City.

*Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

*Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*

*Verification of Coverage*

Consultant shall furnish the City with a certificate(s) of insurance evidencing coverages required herein before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

6. Disclaimer: Asbestos, Hazardous Waste, Pollutions, & Mold

The Consultant hereby states, and the Owner acknowledges, that the Consultant has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services related to asbestos, hazardous waste, pollutions, or to mold. The Consultant further acknowledges he will not perform work in these areas and if an asbestos, hazardous waste, pollutions, or mold problem is identified on the Owner's site, a qualified Consultant will be required. Accordingly, the Owner hereby agrees to bring no claim for negligence or breach of contract against the Consultant for claims arising out of the performance of or failure to perform professional services related to asbestos, hazardous waste, pollutions, or mold.

7. Opinions of Costs

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Total Project Costs and Construction Cost provided for herein are to made on the basis of Consultant's best judgment but, Consultant cannot and does not guarantee that proposals, bids or actual Total Project or construction Costs will not vary from Opinions of Probable Cost prepared by Consultant. If, prior to the Bidding or Negotiating Phase, the Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent Cost Estimator.

7. Conflict of Interest

While this agreement is in effect, the Consultant shall notify the City/Village prior to performing any engineering services for other clients within the City/Village which would in any way be rendered before the City/Village. The City/Village will then determine whether the Consultant's performance of such services would be in conflict with its official duties under this Agreement. The Consultant will abide by the decision of the City/Village in this matter.

The Owner and Consultant each binds itself and its partners, its successors, executors, administrators and assigns to such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Consultant.

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

OWNER  
CITY OF CENTERVILLE, OH

CONSULTANT  
CT CONSULTANTS, INC.

By: Wayne S. Davis

By: Mark V. Brueggemann

Wayne S. Davis, City Manager  
Print Name & Title

Mark V. Brueggemann V.P.  
Print Name & Title

APPROVED AS TO FORM

By: Scott A. Liberman

Date: 1/6/2020

Scott A. Liberman, Municipal Attorney  
Print Name & Title

## EXHIBIT A

### DUTIES AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE

The Resident Project Representative is the Consultant's agent and shall act under the supervision and direction of the Consultant. He shall confer with the Consultant regarding his actions and shall generally communicate with the Owner only through the Consultant.

The Resident Project Representative shall:

1. Attend preconstruction conferences, arrange a schedule of progress meetings and other job conferences and notify those expected to attend in advance, and maintain and circulate copies of records of the meetings.
2. Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice to the Consultant concerning its acceptability.
3. Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's field superintendent, and cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the project in order to complete service connections to public utilities and facilities.
4. Assist the Consultant in obtaining from the Owner additional details or information, when required at the job site for proper execution of work.
5. When required, assist the Owner in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. Assist the Consultant in obtaining field samples of materials delivered to the site which are required to be furnished, and keep a record of recommendations made by the Consultant to the Owner.
7. Receive approved shop drawings and other submissions from the Owner, record data received, maintain a file of the drawings and submissions and check construction for compliance with them.
8. Make recommendations to the Consultant when he believes it is necessary for the Consultant to advise the Owner that work fails to conform to the Contract Documents.
9. Conduct on-site observations of the work in progress for the Consultant as a basis for advising whether the project is proceeding in accordance with the Contract Documents.
10. Verify that tests, including equipment and systems start up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof, observe, record and report to the Consultant appropriate details relative to the test procedures and start-ups.
11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the outcome of these inspections and report to the Consultant.

EXHIBIT A  
PAGE 2

12. Maintain the following records and reports:
  - a. Orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents-including all addendum change orders and additional drawings-issued subsequent to the award of the contract, progress reports and other project related documents.
  - b. A diary or log book recording hours on the job site, weather conditions, a list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures.
  - c. Names, addresses, and telephone numbers of all contractors, subcontractors, and major material suppliers.
  - d. A set of drawings on which authorized changes are noted, which set of drawings shall be delivered to the Consultant at the completion of the project.
13. Furnish the Consultant with periodic progress reports and make recommendations regarding the Contractor's compliance with the approved construction schedule.
14. Consult with the Consultant in advance of scheduled major tests or important phases of the project.
15. During the course of work, assemble guarantees, certificates, maintenance operation manuals and other data to be furnished by the Contractor and, upon acceptance of the project, deliver this material to the Consultant for forwarding to the Owner.
16. Conduct a final inspection in the company of the Consultant and the Owner and prepare a final list of items that, as determined by the Owner, need to be corrected.
17. Verify that all items on the final list have been corrected, and make recommendations to the Consultant regarding the completion of work in accordance with the terms of the Contract Documents.

Except upon written instructions of Consultant, Resident Project Representative:

1. Shall authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
3. Shall not expedite work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize Owner to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others.
8. Shall not assist Contractor in maintaining up-to-date copy of Record Drawings.