VILLAGE OF ELMORE

ORDINANCE NO. 02-22

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH POGGEMEYER DESIGN GROUP FOR DISCHINGER ROAD WATER AND SANITARY SEWER IMPROVEMENTS AND DECLARING AN EMERGENCY.

WHEREAS, the Village desires economic development along Dischinger Road from Grandview Court to the Ohio Turnpike, a distance of about 2,915 feet; and,

WHEREAS, said development may be residential, commercial, industrial, or a mix of purposes; and,

WHEREAS, the extension of water and sanitary sewer lines greatly facilitates such expansion; and,

WHEREAS, it is necessary to move quickly to get the project started during the coming construction season; and,

WHEREAS, funding may now be available in the current governmental environment that may not be available in the future,

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ELMORE, OHIO THAT:

<u>Section 1.</u> The Mayor and Fiscal Officer are authorized execute the "letter contract" dated February 7, 2022 with Poggemeyer Design Group, A Kleinfelder Company.

<u>Section 2.</u> This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health and safety to immediately provide for necessary engineering to take advantage of the 2022 construction season and funding options.

<u>Section 3.</u> That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting 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.

PASSED:	
Vote to suspend the rules Vote on emergency measure To pass	Yeas Nays V Yeas Nays Nays Nays Nays V
Date: 3/14/2027	PRESIDENT OF COUNCIL
Approved: MAYOR	FISCAL OFFICER
	FFICER'S CERTIFICATE AS TO PUBLICTION ne foregoing ordinance was duly made as provided in Ordinance 14-pwing method.
By posting certified copies thereof in 14-09 said posting having been accon	the five (5) public places specified in the Codified Ordinance No. nplished on the following date:
2/15/2022	Mylithu Qunsic AL OFFICER
	ICER'S CERTIFICATE AS TO AUTHENTICITY
	dinance is a true copy of the aforesaid Ordinance No ord of adoption by the Village of Elmore, Ohio.
ogether with a true and accurate rec	ord or adoption by the village of Elmore, Onio.
FISCA	AL OFFICER



February 7, 2022

Mr. Dave Hower, Administrator Village of Elmore 344 Rice Street Elmore, Ohio 43416

VIA E-mail: dhower@village.elmore.oh.us

Dischinger Rd. Water and Sanitary Sewer Improvements

Elmore, Ohio

Prop No.: 131100-00000

Dear Mr. Hower:

Re:

Poggemeyer Design Group, A Kleinfelder Company (PDG) is providing this letter contract regarding our firm's services for the above-referenced project. It is our understanding that the Village desires to move forward with the completion of topographic survey work, engineering design, and bid/contract document preparation for this project as soon as possible. The project includes new waterline, gravity sanitary sewer, sanitary pumping station, sanitary force main, and other appurtenances to be constructed along Dischinger Rd. from Grandview Ct. to the Ohio Turnpike, a distance of approximately 2,915 feet for waterline and sanitary force main as well as 1,265 feet for gravity sanitary sewer.

The current project schedule intends that design work for this project should be completed by December 31, 2022, with the intent to begin construction as early as April 1, 2023.

Our proposed services for this project will include:

- Review of available existing Ames St./Dischinger Rd & Grandview Ct. infrastructure design and asbuilt plans as provided by the Village, and other existing infrastructure plans as may be available from Harris Township or Ottawa County.
- Completion of records research and field work to establish approximate existing right-of-way and property line locations through the proposed project area along Dischinger Rd.
- Completion of survey field work to obtain existing topographic information along Ames St./Dischinger Rd. and Grandview Ct.
- Preparation of plans and specifications for waterline, gravity sanitary sewer, sanitary pumping station, permanent standby generator, sanitary force main, and associated appurtenances.
- Preparation of nomination documentation for Water Supply Revolving Loan Account (WSRLA) and Water Pollution Control Fund (WPCLF) funding assistance through the Ohio Environmental Protection Agency - Division of Environmental and Financial Assistance (OEPA-DEFA).
- Preparation of plans, specifications, and applications for OEPA waterline and sanitary sewer plan
 review as well as plans, specifications, bid, and contract document submittal to OEPA-DEFA and/or
 OWDA and/or the Ottawa County Sanitary Engineer for review prior to bidding. (Village shall be
 responsible for any OEPA/OWDA/Ottawa County application fees and review fees.)
- Preparation of bid and contract documents, construction specifications, and standard detail drawings for bidding.
- Provide coordination for bid and contract documents, construction specifications, plans and standard detail drawings through electronic plan room distribution to prospective bidders.
- Provide assistance during bidding including question response as well as addenda preparation and distribution.
- Attend and assist with bid opening.



- Review bids received and prepare a bid tabulation for the same.
- Present construction contract award recommendation for consideration by the Village.
- Prepare construction contract documents for execution by the Village and the Contractor.
- Perform construction staking services.
- Provide engineering and administration services during construction.
- Assist with final project cost tabulation and assessment determinations.

These services would be performed per this agreement and our existing retainer agreement with the Village.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services which our firm will provide, please contact this office as soon as possible.

Confirmation of our fees for the proposed services defined above for this include:

Preliminary Engineering & Topographic Survey	\$6,680.00
Engineering Design	\$78,615.00
Bid and contract documents, construction specifications, assistance during bidding	\$7,860.00
TOTAL	\$93,155.00

Construction services are currently not considered as part of this letter contract, but could be added at a later date by addendum, and would include:

- Prepare construction contract documents for execution by the Village and the Contractor.
- Conduct preconstruction conference with Village and contractor.
- Complete construction staking activities.
- Provide engineering and administration services during construction including assistance with funding disbursements.
- Provide observation services during construction.
- Assist with final project cost tabulation and assessment/connection fee determinations.

Anticipated Construction Service Fees:

Construction Staking \$7,205.00

Construction Administration and Engineering \$11,135.00

Construction Observation \$58,965.00

TOTAL \$77,305.00

Our services for this project specifically do not include any type of surface or subsurface investigation for rock, environmental site investigation/assessment/evaluation for the presence/contamination of hazardous waste/materials/substances, toxic or non-toxic chemical or petroleum product presence/contamination, underground tank leakage and/or underground tank closure or stabilization methods and techniques, or other evaluation and/or assessment of past, present, or future remediation efforts of/for this site/project area. Our services also do not include any type of flood plain and/or wetlands study, delineation, or mitigation effort and endangered/ threatened species review/determination, right-of-way survey, easement legal descriptions, negotiations for easement/right-of-way across private or Ohio Turnpike property, annexation plat/legal description, or preparation of calculations and determinations for special assessments or special connection fees and permitting fees which could be necessary, construction testing services, publication of the invitation to bid (advertising), OEPA application/review and permit fees.



Printing, binding, and conveyance of bidding documents/plans are included in our scope of services for this project as a reimbursable expense in addition to the fees stated herein.

We anticipate completing the services through Engineering Design defined above within eight (8) months of receipt of the authorization to proceed from the Village, subject to OEPA/Township/County reviews and approvals.

If unforeseen delays or problems develop which would require our firm to suspend or cease work, we would need to adjust and/or renegotiate our schedule and fees accordingly. Other services desired by the Village in addition to the proposed scope of services as defined above could be completed per our existing retainer agreement or by other written agreement as directed by the Village.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services which our firm will provide, please contact this office prior to March 1, 2022; otherwise, we will begin work under this letter contract pending the receipt of written authorization or purchase order from the Village to proceed with this work.

PDG will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of PDG's profession practicing in the same locality under similar conditions and at the date the services are provided. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

The fee for providing these services is a lump sum fee of \$93,155.00, not including reimbursables.

If work activities are required which are not included in the basic services described above, PDG can provide these based on its current hourly rate schedule (Exhibit C).

The hourly rates charged for PDG 's Services are adjusted to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by PDG and consistent with PDG's overall compensation practices and procedures. PDG reserves the right to periodically adjust its fee schedule.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

PDG will begin work on the project upon receipt of this executed letter contract, with purchase order, and will complete its services within the time frame specified above.

If there are delays beyond six (6) months from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

If the Village of Elmore has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

This letter contract, with Exhibits A (2 pages), B (1 page), Exhibit C (1 page), Exhibit D (2 pages), and Exhibit E (1 page) represents the entire agreement between PDG and the Village of Elmore in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign in the space provided below and return one entire contract to PDG. This contract will be open for acceptance for a period of sixty (60) days, unless adjusted by PDG or the Village of Elmore in writing.



If there are any questions or additional information needed, please do not hesitate to contact this office at your convenience.

Sincerely,

POGGEMEYER DESIGN GROUP, A KLEINFELDER COMPANY

Douglas A. Nusser Area Manager

Scott P. Schroeder, PE Area Manager

Achived

CC:

Tom Jackson, Mayor

Village Council

Gretchen Densic, Fiscal Officer

Mark Mulligan, Solicitor

Accepted this _____ day of _____, 2022 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity and their client.

By: ______

Printed Name: ______ Dave Hower

Title: ______ Village Administrator

Telephone #:

419-260-2570



EXHIBIT A

1. OWNER'S RESPONSIBILITIES

OWNER'S RESPONSIBILITIES

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects. OWNER shall provide unimpeded and timely access to the jobsite as may be required of ARCHITECT/ENGINEER for the successful and timely performance of the services including third party sites.

2. REUSE OF DOCUMENTS

Drawings and Specifications are instruments of service and are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER's use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.

Any reuse without written verification or adaptation by the ARCHITECT/ENGINEER for other than the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER.

3. REIMBURSABLE EXPENSES

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by ARCHITECT/ENGINEER or ARCHITECT/ENGINEER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; obtaining bids or proposals from Contractor(s); toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents; pictures, stakes, monuments, and similar Project-related items.

4. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice and opportunity to cure) in the event of substantial failure by the other party to perform in accordance with the material terms hereof, through no fault of the terminating party. In the event of any termination, ARCHITECT/ENGINEER will be paid in full for all services rendered to the date of termination and all Reimbursable Expenses and termination expenses.

5. SUCCESSORS AND ASSIGNS

OWNER and ARCHITECT/ENGINEER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and ARCHITECT/ENGINEER in respect to any covenants, agreements, and obligations of this Agreement. Nothing contained in this Agreement shall prevent ARCHITECT/ENGINEER from employing such independent professional associates and consultants as ARCHITECT/ENGINEER may deem appropriate to help in the performance of services hereunder.



6. HAZARDOUS WASTE AND ASBESTOS INDEMNIFICATION CLAUSE

In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this Agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the performance of the work related to hazardous waste or asbestos activities.

The above indemnification provision extends to claims against ARCHITECT/ENGINEER which arise out of, are related to, are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into atmosphere or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

7. SALES TAX ON ENGINEERING DRAWINGS AND PLANS

OWNER states that the objects of this contract are to obtain ARCHITECT/ENGINEER's professional expertise and skill, as well as ARCHITECT/ENGINEER's professional consultation. OWNER and ARCHITECT/ENGINEER agree that all drawings and plans are an inconsequential portion of the transaction with a reasonable value allocable to those drawings and plans of no more than ten percent of the total compensation earned under this Agreement (estimated cost of the plans and drawings materials including reproduction costs). OWNER and ARCHITECT/ENGINEER each believes that this contract is not taxable under the Ohio sales or use tax laws. However, if a sales tax or use tax should be assessed, then payment of the tax shall be the OWNER's responsibility.

8. LIMITATION OF LIABILITY CLAUSE

The ARCHITECT/ENGINEER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement or \$50,000, and OWNER hereby releases ARCHITECT/ENGINEER from any liability above such amount.

9. WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, indirect, exemplary, punitive, penal, multiple, or other special damages incurred by the other party or for which either party may be liable to any third party.



encumbrance.

EXHIBIT B

CERTIFICATE OF OWNER'S ATTORNEY

I, Mark E. Mulligan the undersigned, duly authorized and acting legal representative of the Village of Elmore, Ohio, do hereby certify as follows:					
I have examined the attached contract and the manner of execution thereof, and I am the opinion that each of the aforesaid agreements has been duly executed by the proper Villag official acting through their authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the Village named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the Village executive the same in accordance with the terms, conditions, and provisions thereof.					
Mark E. Mulligan					
CERTIFICATION REGARDING AVAILABILITY OF FUNDS					
Date:					
ATTEST:					
I, <u>Gretchen Densic</u> , <u>Fiscal Officer</u> , hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of <u>The Village of Elmore</u> , <u>Ohio</u> , or is in the process of collection to the credit of the appropriate fund free from prior					

Gretchen Densic



EXHIBIT C

2022 HOURLY RATES - PROFESSIONAL SERVICES

Area Director	
Area Manager	\$169.50
Dept. Director	\$160.00
Dept. Manager	\$156.50
Project Manager Leader	\$156.50
Sr. Project Manager	\$149.50
Project Manager	\$147.50
Project Engineer/Architect	\$142.50
Design Engineer/Architect	\$126.50
Architect/Engineer	\$104.75
Sr. Designer	\$137.00
Design Technician	\$123.50
Sr. CAD Technician	\$97.50
CAD Technician	\$75.00
Jr. CAD Technician	\$67.50
Project Developer	\$126.25
Project Administrator	\$137.00
Project Coordinator	\$147.75
Environmental Planning Administrator	\$107.50
Project Integrator	\$137.00
Project Administration Assistant	\$109.75
Housing Administrator	\$115.00
Housing Specialist	\$115.00
Housing Specialist Assistant	\$85.00
Housing Inspector	\$79.50
Community Development Specialist	\$85.50
IT Manager	\$126.50
Administrative Support	\$65.75
Administrative Assistant	\$72.50
Graphic Design	\$117.50
GIS Technician	\$115.50
Professional Surveyor	\$157.50
Crew Leader	\$137.00
Survey-Robotics	\$149.50
Instrument Person	\$126.50
Survey Assistant	\$55.00
Resident Observer	\$87.50
Sr. Project Observer	\$79.50
Project Observer	\$69.50
General Assistant	\$49.50
Sr. Intern	\$54.50
College Intern	\$47.50

Mileage @ \$0.585 per mile

NOTE:

- Reimbursable expenses including Irons, stakes, lath, phone, printing, photos and miscellaneous.
 Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually in February of each year through the course of the contract.
- Includes CADD equipment.



Exhibit D

Preliminary Opinion of Probable Project Cost Dischinger Rd Water & Sanitary Extension Elmore, Ohio

February 6, 2022

PDG Proposal No : 131100-00000

POGGEMEYER DESIGN GROUP, INC.

San FM installation along Dischinger Rd from Grandview Ct. to a new PS at Tumpike, gravity sewer from Tumpike PS to Dischinger Farm north line; Waterline installation along Dischinger Rd from Grandview Ct. to south line of Dischinger Farm.

Anticpated for 2023 Construction

Contract of the last	100053	No: 131100	00000			Anticipated for 2023 Construction
REF						S. P. C.
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	DESCRIPTION
			_			SANITARY
7	603	1265	L.F.	\$ 105.00	\$132,825.00	8° PVC Sanitary, ASTM D-3034, SDR 35
						including Rock Excavation, Bedding, Premium Backfill
2	603	60	L.F.:	\$ 70.00	\$4,200,00	6" PVC San Service (2 Each), ASTM D-3034, SDR 35 including Rock
						Excavation, Bedding, Premium Backfill, Cleanout, Cap
3	603	2690	LE	\$ 70,00	\$188,300.00	Open Cut 6" PVC San Force Main, AWWA C-900 DR 18, Class 150
						including Rock Excavation, Bedding, Premium Backfill
4	603	200	L.F.	\$ 160.00	\$32,000.00	Direct Drift 6° PVC San Force Main, AWWA C-900 DR 18, Class 150
5	604	4	Each	\$ 7,225.00	\$28,900.00	Sanitary Manhole
6	603	3	Each	\$ 6,085,00	\$18,255.00	Air Release Valves
7	Spec	1	Each	\$ 255,000.00	\$255,000,00	Pump Station, Complete (No SCADA), including Rock Excavation,
						Bedding, Premium Backfill
8	Spec	1	Each	\$ 75,000,00	\$75,000,00	Permanent Standby Generator
9	Spec	1	L.S	\$ 35,000.00	\$35,000.00	Electric Service
10	Spec	1	L.S.	\$ 15,000,00	\$15,000.00	Natural Gas Service
11	603	1	Each	\$ 2,680.00	\$2,680,00	6° Force Main Connection to Existing Gravity Sewer at Grandview Ct.
12	Subtot	al Sanitary			\$787,160.00	
						WATERLINE
13	748	2715	L.F.	\$ 95.00	\$257,925,00	Open Cut 8" PVC Waterline AWWA C-909 PC 235, including Rock
						Excavation, Bedding, Premium Backfill
14	748	200	L.E.	\$ 190.00	\$38,000,00	Direct Drift 8" PVC Waterline, AWWA C-900 DR 18, Class 150
15	748	6	Each	\$ 1,900.00	\$11,400,00	8" Main Line Valve & Valve Box
16	748	10	Each	\$ 5,720.00	\$57,200.00	Fire Hydrant Assembly
17	748	1	Each	\$ 2,600,00	\$2,600.00	Auto Flush Assembly
18	748	3	Each	\$ 6,085.00	\$18,255,00	
19	748	1	Each	\$ 5,500.00	\$5,500.00	8"x8"x8" Tee connection to existing PVC waterline
20	748	2	Each	\$ 990.00	\$1,980.00	8"x8"x8" Tee with Branch Plug (for future)
21	748	13	Each	\$ 470.00	\$6,110.00	Service Lateral Tap, Curb Valve & Box
22	748	420	L.F.	\$ 50.00	\$21,000.00	Service Lateral Line, trenchless installation crossing pavement
23	Subtotal Waterline		\$419,970.00			
						MISCELLANEOUS
24	SPEC	1	L.Si	\$ 2,800.00	\$2,800.00	Surface Video
25	SPEC	1	L.S.	\$ 6,400.00	\$6,400.00	Mobilization
26	SPEC	1	L.S.	\$ 48,326.00	\$48,325.00	Bid Bond & Insurance
27	201	1	L.S.	\$ 3,315.00	\$3,315.00	Clearing and Grubbing
28	614	1	L.S.	\$ 5,600.00	\$5,600.00	Maintaining Traffic
29	614	1	L.S.	\$ 12,000.00	\$12,000.00	Pavement Repair
30	659	1	L.S	\$ 24,685.00	\$24,685,00	Seeding and Mulching, including topsoil stockpling, topsoil
						placing, and furnishing topsoil as necessary (4" topsoil to
						be placed/provided prior to seeding and mulching)
31	Subtot	at Miscelland	POLIS		\$103,125.00	
32	Subtot	Subtotal Construction		\$1,310,255.00		
33	Contin	Contingency @ 10%		\$131,025.00		
34		robable Con		n Cost	\$1,441,280.00	
		cal Services			\$ C 000 00	
36	Pretminary Design/Topo		\$6,680.00			
36	Final Design		\$78,615.00			
37	Biddii				\$7,860.00	
38		truction Stak	_		\$7,205.00	
39		truction Adm			\$11,135.00	
40		truction Obs			\$58,965.00	
41	(QIA)	echnical Se	TVICES		\$170,460.00	



Preliminary Opinion of Probable Project Cost Dischinger Rd Water & Sanitary Extension Elmore, Ohio

February 6, 2022

PDG Proposal No.: 131100-00000

POGGEMEYER DESIGN GROUP, INC.

San FM installation along Dischinger Rd from Grandview Ct. to a new PS at Tumplke, gravity sewer from Tumplke PS to Dischinger Farm north line; Waterline installation along Dischinger Rd from Grandview Ct. to south line of Dischinger Farm Anticpated for 2023 Construction

REF			
NO.	ITEM QUANTITY UNIT UNIT PRICE	TOTAL COST	DESCRIPTION
	Other:		
42	Printing	\$200.00	
43	Geotechnical Investigation & Testing	\$10,000.00	
44	Advertising	\$1,500.00	
45	Legal	\$2,500.00	
46	Permits	\$9,750.00	
47	Total Other	\$23,950.00	
48	TOTAL PROBABLE PROJECT COST:	\$1.635.690.00	

Probable Cost based on construction outside of pavement influence; does not include easements P:\clients\131100\00000\taumpike Utility Extensions Probable Cost 2-6-2022



EXHIBIT E

