



# RESOLUTION 2021-008

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT AMENDMENT WITH POGGEMEYER DESIGN GROUP AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village plans replacement of RAS/WAS Screw Pumps and Dried Sludge Cake Screw Conveyor and Grit Pump, Grit Classifier and Grit System Control Panel, and;

**WHEREAS**, the Village entered into a contract with Poggemeyer Design Group to provide complete Engineering Services for Wastewater Treatment Plant Improvements, and;

**WHEREAS**, the complete Engineering Services consists of Engineering Design, Bidding Services, Construction Services; and

**WHEREAS**, Poggemeyer Design Group has submitted an amendment to their contract to include the replacement of the Grit Pump, Grit Classifier and Grit System Control Panel in the amount not to exceed Seventy-Nine Thousand Five Hundred Dollars and no cents (\$79,500) and;

**WHEREAS**, the Council deems it necessary to proceed with the project to avoid untimely delays.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF JACKSON CENTER, STATE OF OHIO:**

**SECTION 1.**

The Village Administrator is hereby authorized to enter into an amended contract with Poggemeyer Design Group of Bowling Green, Ohio for the Wastewater Plant Improvements Project. The total contract amendment amount shall not exceed Seventy-Nine Thousand Five Hundred Dollars and no cents, (\$79,500.00).

**SECTION 2.**

That Council hereby declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare; such an emergency arising out of the need to proceed with this project to avoid untimely delays. Wherefore, this Resolution shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.

Adopted this 24<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Scott Klopfenstein, Mayor


Attest:

  
\_\_\_\_\_  
Beverly A. Wren, Fiscal Officer

**CERTIFICATE OF FISCAL OFFICER AS TO POSTING**

*I certify that the above Resolution 2021-008 has been posted as required by law. Posted in the Village Office, Village Website, Allenbaugh Insurance, Peoples Federal Savings and Loan Association, and the Jackson Center Library.*

Date of Posting: May 25<sup>th</sup>, 2021

Signed:   
\_\_\_\_\_  
Beverly A. Wren, Fiscal Officer



May 7, 2021

Mr. Bruce Metz  
 Village Administrator  
 Village of Jackson Center  
 122 East Pike Street  
 Jackson Center, Ohio 45334

Re: Wastewater Treatment Plant Improvements  
 Jackson Center, Ohio  
 PDG Proposal No. 349500-00008

Dear Mr. Metz:

As we discussed at our last meeting, Poggemeyer Design Group, Inc. (PDG) is providing this revised letter contract for review and execution. PDG proposes to provide professional engineering services to assist the Village of Jackson Center, Ohio (Owner) with your Wastewater Treatment Plant Improvements (hereinafter referred to as the "project"). We have included replacement of your existing grit pump and classifier as requested. Also note we have included replacement of the Grit System Control Panel. Wemco, the grit system manufacturer, highly recommends this due to the age of the equipment.

The Village shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the Village will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of those as described in Exhibit C.

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.

PDG will complete these design services within four (4) months following execution of this agreement.

The fee for providing these services is a time and expense fee based on PDG's current hourly rate schedule with a maximum fee as follows:

Topographic Survey	\$1,200
Design	\$40,500
Bidding	\$5,500
Engineering During Construction	\$11,800
Construction Observation (Part Time)	<u>\$20,500</u>
TOTAL	\$79,500



Mr. Bruce Metz  
 May 7, 2021  
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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

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 and will complete its services within the time frame specified above.

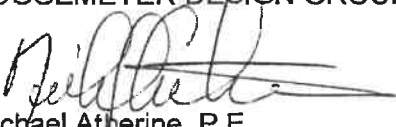
If there are delays beyond four (4) months from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

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

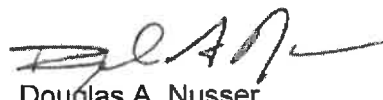
This letter contract, with Exhibits A (2 pages), B (1 page), C (2 pages), and D (1 page), represents the entire agreement between PDG and the Village in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return one entire original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the Village in writing. If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

  
 Michael Atherine, P.E.  
 Sr. Managing Principal

POGGEMEYER DESIGN GROUP, INC.

  
 Douglas A. Nusser  
 Managing Principal

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### 1. **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.

### 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 provided the ARCHITECT/ENGINEER is not in default under this Agreement, 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) in the event of substantial failure by the other party to perform in accordance with the 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, 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 assist 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.



**EXHIBIT B**

**1. CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Fiscal Officer of \_\_\_\_\_ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT C

### SCOPE OF SERVICES WWTP IMPROVEMENTS JACKSON CENTER, OHIO

Pursuant to your request, Poggemeyer Design Group, Inc. (PDG) would propose to provide engineering services necessary to assist the Village of Jackson Center, Ohio with replacement of your RAS/WAS Screw Pumps, Dried Sludge Cake Screw Conveyor, Grit Pump, Grit Classifier, and Grit System Control Panel all located at your wastewater treatment facility. Based on our understanding, we would propose to provide the following related services:

#### Engineering Design

- ❖ Meet with Village staff to review and discuss scope of services, schedule, Ohio EPA requirements, and strategy for developing the WWTP improvements
- ❖ Perform necessary on-site field measurements and topographic survey to complete the detailed plans.
- ❖ Obtain standard details, specifications, and construction standards from Village officials.
- ❖ Review Ohio EPA design criteria and considerations.
- ❖ Prepare detailed plans and specifications for the replacement of the existing RAS/WAS screw pumps with a Gorman-Rupp suction lift pump package type pump station. Also included shall be the replacement of the dried sludge cake screw type conveyor with a belt type conveyor system and replacement, grit pump, grit classifier, and grit system control panel.
- ❖ Develop detailed construction cost estimate.
- ❖ Develop a project construction schedule
- ❖ Review plans, specifications, cost estimate, and schedule with the Village.
- ❖ Prepare appropriate Ohio EPA Permit to Install (PTI) application forms.
- ❖ After approval by the Village, submit detailed plans, specifications, and permit applications to Ohio EPA for review and approval.
- ❖ As required, attend Village Council meetings to present and discuss proposed improvements.

#### Bidding Services

- ❖ If approved by the Village, prepare Village's legal advertisement to bid the construction of the proposed improvements.
  - ❖ Provide prospective bidders with copies of detailed plans, specifications, and bidding documents.
  - ❖ Attend Pre-Bid conference as required.
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- ❖ Issue any addenda, if required.
- ❖ Attend bid opening.
- ❖ Review submitted bids for conformance to requirements.
- ❖ Recommend contractor for award of contract.
- ❖ Attend Village Council meeting to answer questions.
- ❖ Assist with award of contract and notice of award.
- ❖ Adjust project schedule as required.

Construction Services

- ❖ Assist Village with the execution of the construction contract with the contractor.
  - ❖ Conduct preconstruction conference.
  - ❖ Provide engineering interpretations of drawings and specifications.
  - ❖ Review and process contractor's monthly payment requests.
  - ❖ Process change orders, if required,
  - ❖ Provide part-time, onsite inspection during construction.
  - ❖ Review shop drawings.
  - ❖ Hold regular project meetings with Village staff and contractor.
  - ❖ Hold final inspection and prepare, in conjunction with Village staff, a punch list of unfinished items.
  - ❖ Ensure that punch list items are completed in a timely manner.
  - ❖ Assist with start up of the pump station and conveyor belt.
  - ❖ Provide copies of all construction observation reports to the Village.
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