

RESOLUTION. R6-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO CONTRACT FOR SERVICES WITH ACCESS ENGINEERING SOLUTIONS, LLC.

WHEREAS, the Village of Covington intends to complete the complete reconstruction of High Street from State Route 36 to State Route 41 located in said Village;

WHEREAS, the Village of Covington has applied for grants for the replacement of Water and Sewer Lines on High Street located in said Village;

WHEREAS, it is necessary to engage engineers to design, prepare plans, and bid documents for the replacement of Water and Sewer Lines on High Street located in said project;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: The Village Administrator is authorized to enter into the attached agreement with Access Engineering Solutions, Inc. for engineering services described in attachment A, not to exceed \$90,000.00;

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED: February 26, 2019:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

CONTRACT FOR PROFESSIONAL SERVICES

This Contract made and entered into on this ____ day of _____, 2019 by and between the **VILLAGE OF COVINGTON**, 1 South High Street, Covington, OH 45318 (hereinafter referred to as "Village") and **ACCESS ENGINEERING SOLUTIONS, LLC**, 1200 Irscher Boulevard, Suite B, Celina, Ohio 45822, a professional corporation registered in the State of Ohio, (hereinafter referred to as "Consultant")

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing engineering and design services; and

WHEREAS the Village is engaged in **State Route 48 Waterline and Sanitary Sewer Improvements**, the services of a Consultant are necessary for the completion of said project and the Consultant desires to provide these services in exchange for the compensation as set out below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DURATION OF CONTRACT

The Village hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the Village, for a period of **Twenty Four (24)** months, commencing on **January 1, 2019** and ending on **December 31, 2020** at midnight (hereinafter "contract period"). The duration of this Contract may be extended for additional time by mutual agreement of the parties, and shall be subject to the same terms and provisions set forth herein unless otherwise modified in writing by the parties hereto.

ARTICLE 2: RESPONSIBILITIES OF CONSULTANT

2.1 **Licensure**: Consultant is hereby licensed as professional engineers. Consultant agrees to perform his duties to the best of his ability, at all times maintaining high ethical, moral and professional standards.

2.2 **Hours**: Consultant is expected to work as necessary, the actual time of which

will be established and agreed upon between the Village and Consultant. The Village has discretion to alter the hours of business from time to time as may be necessary or appropriate. In addition to normal business hours, Consultant may also be required to attend meetings and site inspections as may be necessary to complete the project.

2.3 Records: Consultant is required to keep and maintain records relating to all services rendered pursuant to this contract in the form and manner dictated by the Village and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the Village. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the Village.

2.4 Restrictions: Consultant expressly acknowledges that he has no right or authority at any time to make any contract or binding agreement of any nature on behalf of the Village, whether oral or written.

2.5. Assumption of Risk: The parties acknowledge that the services agreed to be provided may involve hazardous conditions. Consultant assumes all risk of personal injury to its employees and any property damage to its equipment which may occur as a result of the work performed under this contract and hereby agrees to waive all such claims against the Village, regardless of how the injury or damage was caused, including negligence on the part of the Village.

2.6. Change Orders: The parties acknowledge that changes and deviations from the original plans and specifications may be required or requested in the course of the project. Consultant shall fully cooperate with the execution of Change Orders as requested by the Village in an expedient manner. The Consultant agrees that any Change Order must be approved by the Village in Writing.

2.7. Insurance and Indemnification: Consultant represents to the Village that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the Village harmless for any personal injury or property damage resulting from the performance of its services including but not limited to injuries to its employees incurred during performance of. Consultant shall maintain professional liability insurance coverage sufficient to cover potential loss to the project.

2.8. Scope of Duties: See Attachment "A" for Scope of Work. Any additional work requested by Village shall be in writing to the Consultant and will be billed at a time and expense basis based upon the Consultant's standard hourly rates.

ARTICLE 3: POLICIES AND PROCEDURES

Unless otherwise provided herein, Consultant shall be subject to all policies and procedures governing the Village's offices.

ARTICLE 4: COMPENSATION/BENEFITS

4.1 Compensation: In consideration of the services and duties to be performed by Consultant during the contract period, the Village shall compensate Consultant in an amount not to exceed **Ninety Thousand Dollars (\$90,000.00)** for the Professional Services substantially listed in Attachment "A".

4.2 Payment: Consultant shall issue monthly invoices for services performed under the above stated tasks. The Village shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the Village shall withhold payment on the disputed portion of the invoice ONLY.

4.3 Taxes: The Village shall not be responsible for paying withholding taxes on any form of compensation paid to Consultant.

ARTICLE 5: RESPONSIBILITIES OF THE VILLAGE

5.1 Information: The Village agrees to provide Consultant with all available information, and reasonable access to, current and past documentation, including any pertinent information that may be relevant to project, facilities and supplies as is necessary so as to enable Consultant to properly perform his duties under this contract. However, it will be Consultant's responsibility to provide his own transportation and equipment. Consultant shall obtain and maintain a policy of automobile insurance satisfactory to the Village with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The Village shall guarantee access to and make provisions for Consultant to enter upon public and or private lands as required for the Consultant to perform the work under this Agreement.

5.3 Review: The Village agrees to review and examine all studies, reports, sketches, estimates, drawings, specifications, proposal(s) and other documents presented by Consultant and shall render in writing a decision pertaining thereto so as to not delay the work of the Consultant.

5.4 Legal: The Village agrees to provide such legal, accounting, and insurance counseling services as may be required for any work requested. However, legal representation of Consultant for its work and employees and or its subcontractors is the sole responsibility of the Consultant.

5.5 Contact: The Village agrees to designate, in writing, a person or persons who shall serve as the Village's Representative(s).

ARTICLE 6: TERMINATION OF CONTRACT

6.1 Termination at Will: This contract may be terminated by either party at will and without cause at any time upon not less than Seven (7) days advance written notice thereof to the other party.

6.2 Immediate Termination for Cause: The Village shall have the right to terminate Consultant's contract for services at any time for cause. The Village shall inform Consultant of the reason for such termination and shall advise Consultant of the last day of service. "Cause" shall include, but not be limited to, any of the following:

- (a) Consultant's license or certification in the State of Ohio has been revoked or suspended.
- (b) A good faith determination by the Village that Consultant has committed a material breach of any covenant, provision, term, condition or undertaking contained in this contract.
- (c) Commission by Consultant of a felony or crime of moral turpitude.
- (d) Gross neglect or willful misconduct in the performance of Consultant's duties hereunder that does result or may result in detriment to the Village.

6.3 Compensation Upon Termination: In the event this contract is terminated, the following provisions shall apply:

- (a) If either the Village or Consultant elects to terminate this contract at will, Consultant shall be entitled to receive any compensation which has been earned through the last date of service.

- (b) If the Village elects to terminate this contract for cause, Consultant shall be entitled to receive any compensation which has been earned through the last day of service, but not yet paid, less any expense the breach, misconduct or neglect caused the Village.

ARTICLE 7: GENERAL PROVISIONS

7.1 Severability: If any clause or provision herein is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions in this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

7.2 Governing Law: This contract shall be governed by the laws of the State of Ohio.

7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this contract.

7.4 Complete Agreement: This contract contains all the terms and conditions agreed upon by the Village and Consultant, and no other agreements or understandings regarding the subject matter of this contract shall be deemed to exist or bind either of the parties hereto. This contract may not be amended or modified unless in writing signed by both parties.

7.5 Specifications for Consulting Services: This contract shall be governed by the 'Specifications for Consulting Services, 2016 Edition' as published by the Ohio Department of Transportation. The term "Village" shall be substituted for the term "Department" in said specifications.

IN WITNESS WHEREOF the parties hereto have executed this Contract for Professional Services in duplicate counterparts, either of which may be deemed an original, on the date appearing below their respective signatures.

Access Engineering Solutions, LLC

By: Brice D. Schmitmeyer, PE
President

Dated: _____, 2019

The Village of Covington, Ohio

Signature

Michael L. Busse
Name

Village Administrator
Title

Dated: _____, 2019

Attachment "A"

Scope of Services

Preliminary Design Phase \$15,000.00

- In consultation with the Village, determine the general scope, extent, and character of the Project. The general scope is understood to be the replacement of the existing waterline and sanitary sewer on St. Rt. 48 (High Street) starting St. Rt. 41 (Troy Pike) and continuing to the north to US Route 36 (Broadway Street). The approximate overall length of the waterline replacement is 2,500 lineal feet. The approximate overall length of the sanitary sewer replacement is 1,000 lineal feet.
- Work with the Village to obtain OPWC funding for the project. Work includes preparation of funding applications and other necessary measures to secure funding for the project.
- Prepare Preliminary Design Documents consisting of final design criteria, design development drawings and specifications for review of the waterline layout by the City.
- Based on information contained in the Preliminary Design Documents, submit an Opinion of Probable Construction Cost.

Final Design Documents Phase - \$52,500.00

- On the basis of the accepted Preliminary Design Documents, prepare final construction drawings to show the general scope, extent and character of the work to be performed and furnished by the contractor.
- Plans will be designed to the Village's Standards and Specifications.
- Provide the necessary technical criteria, written description and design data for the filing of permit applications to obtain any necessary governmental approvals for the Project.
- Advise the Village as to any adjustments or changes to the Opinion of Probable Construction Cost, based on the final drawings and specifications.
- Prepare for review and approval by the Village; OPWC Funding documentation, Proposed Contract Agreement Forms, Bid Forms, Invitation to Bid, etc., which will be included in the Contract Documents and Specifications.
- Present and review the Final Drawings and Specifications with the Village.

Bidding Phase - \$7,500.00

- Prepare a final construction estimate for use in project bidding.
- Assist the Village in advertising for and obtaining bids, maintain a record of prospective bidders to whom the Bid Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

- Issue Addenda as appropriate to interpret, clarify, or expand the Bidding Documents.
- Consult with the Village concerning, and to determine, the acceptability of substitute materials and equipment proposed by the contractor.
- Attend the bid opening, prepare bid tabulation sheet, and assist the Village in evaluating the bids.

Construction Administration Assistance – \$15,000.00

- Prepare Construction Contracts, Notice of Award, Proceed, & Commencement for Contractor. Complete all necessary OPWC forms for official approval of project to proceed.
- Attend all necessary progress meetings between the Village and the Contractor for any interpretation or clarifications that may be necessary throughout the construction process.
- Provide a minimum of two site visits per month and be available to answer any questions from the contractor or the Village representative on the construction site.
- Issue any necessary clarifications and interpretations of the construction plans and specifications as appropriate to the orderly completion of the work.
- Recommend change orders and work change directives to the Village as appropriate. Prepare all change orders and work change directives as required.
- Review applications for payment and make recommendation for payment to the Village. Prepare all required funding payment requests.
- Coordinate needed requirements of OWPC funding.
- Attend a preconstruction meeting on the project.
- Be available via phone for project construction questions from Village.
- Provide site visits on a twice a month basis to meet with the contractor and Village officials.
- Review and approve pay request prepared by the contractor.
- Prepare needed OPWC paperwork for project disbursement requests.
- Attend a final inspection on the project.
- Provide As-Built Construction drawings based upon information provided by the Village and/or the contractor. Gather As-Built constructed data with GPS survey equipment to be used on As-Built Construction Drawings. The drawings will be provided in pdf format.

Items not included in this proposal

- On-site resident project representation services (inspection). This service can be provided on a time and expense basis, if requested by the City.
- Soil borings and evaluation, if needed, on the project.
- Permit Fees, which are to be paid by the City.