



RESOLUTION 14 - 2021

OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT FOR A REVIEW OF THE WATER RESOURCE RECOVERY FACILITY FOR THE VILLAGE OF ASHVILLE, TO EXECUTE CONTRACTS AS REQUIRED, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Ashville can execute agreement up to \$25,500, see ORC 731.141 and
 WHEREAS, the Village of Ashville Council desires to review the operations of the Water Resource Recovery Facility.

Now, THEREFORE, be it resolved by the Village of Ashville Council

SECTION ONE

That the Village of Ashville Council approves, Strand, Exhibit A, for the following to be executed by the Village Administrator and Fiscal Officer:

Description	Account Name	Account Number	Amount
Water Resource Recovery Facility Review to Create a Operations Improvement Plan	Wastewater Capital	5702-800-590-0000	\$25,500.00
Total			\$25,500.00

SECTION TWO

That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this resolution to meet the obligations of the Village and will go into effect immediately upon its passage by Council.

Therefore, this resolution will take effect upon passage. SECTION TWO: The Village Administrator and/or Mayor is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Therefore, this resolution will take immediately upon its passage.

Offered by:

Seconded to the Motion Offered by:

Upon roll call on the adoption of the resolution, the vote was as follow:

Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No
 Roger L. Clark Nelson R. Embrey Randy S. Loveless R. David Rainey Tracie N. Sorvillo Darryl E. Ward
EXCUSED ABSENCE

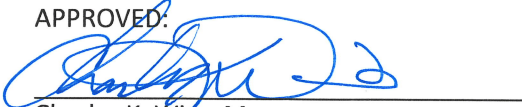
THIS 4TH DAY OF OCTOBER, 2021.

ATTEST:


 April D. Grube, Clerk-Fiscal Officer

DATE: 10/6/2021

APPROVED:


 Charles K. Wise, Mayor

DATE: 06 OCT 2021

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 4th day of October 2021, and that I am duly authorized to execute this certificate.



Clerk-Fiscal Officer

(Original signature of April D. Grube)

(TITLE)

Prepared: 09/17/2021
 Revised Date:
 Review Date:



Strand Associates, Inc.[®]
425 West Nationwide Boulevard, Suite 100
Columbus, OH 43215
(P) 614.835.0460

August 20, 2021

Village of Ashville
200 East Station Street
Ashville, Ohio 43103

Attention: Mr. Franklin Christman, Village Administrator

Re: Agreement for Preliminary Engineering Services
Wastewater Treatment Plant (WWTP) Corrective Action Plan

This is an Agreement between the Village of Ashville, Ohio, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to review the current WWTP operations and prioritize potential process improvements (Services) for the WWTP Corrective Action Plan project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Attend a kickoff meeting with OWNER to discuss the project and review the current WWTP operation. Perform an on-site evaluation of the existing WWTP facilities following the kickoff meeting with one process staff and one electrical staff. Evaluation will consider physical condition, equipment review, operability, preventative maintenance, and treatment efficiency.
2. Review, with OWNER, OWNER-identified deficiencies regarding site drainage near the biosolids storage building, electrical controls and fiber optic communications, and process equipment review.
3. Inventory process equipment, review typical useful life, and document OWNER-observed deficiencies.
4. Review OWNER-provided drawings, technical specifications, and shop drawings from previous WWTP modifications. Review WWTP deficiencies with OWNER input and develop potential modifications.
5. Develop planning-level opinion of probable construction costs (OPCC) for potential modifications to WWTP processes.
6. Prepare draft WWTP Corrective Action Plan to summarize the on-site evaluation of current operations, potential process modifications, planning-level OPCC, and recommended priority of modifications.
7. Review existing operational and maintenance budget and compare against similarly sized facilities.
8. Participate in meeting with OWNER at ENGINEER's office to review draft WWTP Corrective Action Plan and prioritize WWTP modifications to improve operational performance.
9. Incorporate OWNER-provided comments into WWTP Corrective Action Plan, as appropriate.
10. Deliver two hard copies and one electronic copy of the WWTP Corrective Action Plan to OWNER.

Village of Ashville
Page 2
August 20, 2021

If-Authorized Services

Upon receipt of written authorization from OWNER's representative, ENGINEER will attend one village council meeting and present findings from the Corrective Action Plan to the council.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
4. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
5. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.
6. Structural or Heating, Ventilation, and Air Conditioning System Evaluation: This type of service will not be provided.

Compensation

OWNER shall compensate ENGINEER for Services a lump sum of \$25,500.

OWNER shall compensate ENGINEER for **If-Authorized Services** on an hourly rate basis plus expenses an estimated fee of \$1,500.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Village of Ashville
Page 3
August 20, 2021

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of August 30, 2021. Services are scheduled for completion on January 7, 2022.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER’s profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER’s Services.

OWNER’s Responsibilities

1. Assist ENGINEER by placing at ENGINEER’s disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER’s cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

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Village of Ashville
Page 4
August 20, 2021

3. If there is a modification of Ohio Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

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Village of Ashville
Page 5
August 20, 2021

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Ohio.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:


OWNER:

STRAND ASSOCIATES, INC.®

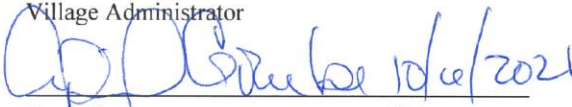
VILLAGE OF ASHVILLE

Joseph M. Bunker
Corporate Secretary

Date


Franklin Christman
Village Administrator

10/6/2021
Date


April Grube
Fiscal Officer

10/6/2021
Date