

RESOLUTION 57-2019

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND/OR MAYOR TO AWARD A CONTRACT TO IBI GROUP NOT TO EXCEED THE AMOUNT OF \$ 94,400.00 FOR THE ENGINEERING COSTS OF THE WASTEWATER TREATMENT PLANT INFLUENT LIFT STATION PROJECT

WHEREAS, the Village has received a quote from IBI Group to complete the engineering on the Wastewater Treatment Plant Influent Lift Station Project; and

WHEREAS, Council and Staff recommend IBI Group for the above-mentioned project.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, COUNTY OF PICKAWAY, STATE OF OHIO, TWO-THIRDS OF ITS MEMBERS ELECTED THERETO CONCURRING, THAT:

Section 1. Council hereby awards the contract for the engineering costs on the Wastewater Treatment Plant Influent Lift Station Project to IBI Group and authorizes the Village Administrator and/or Mayor to execute any other documents on behalf of the Village for the purpose of completing the above-mentioned project pursuant to the contract documents.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to passage of this Resolution were adopted in an open meeting of the Council and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the Village of Commercial Point, Pickaway County, Ohio.

Vote on Suspension of the Three Readings:

Motion by: Bruce Moore

2nd: Jason Thompson

Roll Call:

Yes Bruce Moore

Yes Aaron Grassel

Yes Jason Thompson

Yes Laura Wolfe

Yes Ryan Mitchem

Yes Tracy Joiner

Vote on Passage of the Resolution:

Motion by: Bruce Moore

2nd: Laura Wolfe

Roll Call:

Yes Bruce Moore

Yes Aaron Grassel

Yes Jason Thompson

Yes Laura Wolfe

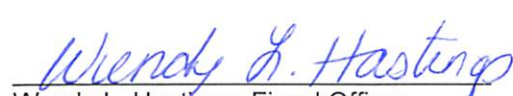
Yes Ryan Mitchem

Yes Tracy Joiner

Adopted this 6th day of January, 2020

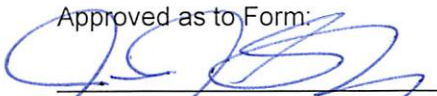


Allan D. Goldhardt, Mayor



Wendy L. Hastings, Fiscal Officer

Approved as to Form:



Frost Brown Todd, LLC, Law Director



IBI GROUP
8101 North High Street, Suite 100
Columbus, Ohio 43235
tel 614 818 4900
ibigroup.com

November 21, 2019

Mr. Ross Crego
Village Administrator
10 West Scioto Street
Commercial Point, Ohio 43116

**RE: WASTEWATER TREATMENT PLANT INFLUENT LIFT STATION
ENGINEERING DESIGN**

Dear Mr. Crego:

Further to our recent discussions, we are pleased to provide you (the “Client”) with this Agreement for engineering services for your project based on the information set out below:

The project includes the design of the influent lift station to the wastewater treatment plant. This is a component of the overall plant upgrade; however, it is necessary to design and build the lift station to service developments in progress earlier than the rest of the project. The station will receive flows from two primary trunk sewers and initially pump to the existing headworks at the plant. Once the improvements to the plant have been made, the stations force main will be routed to connect to the new headworks.

IBI Group Engineering Services (USA) Inc. (“IBI” or the “Consultant”), is a global team of dedicated and experienced architects, engineers, planners, designers, and technology professionals who share a common desire to help our clients create liveable, sustainable and advanced urban environments. Since our founding in 1974, we have contributed to the success of our clients across six continents, from our 65 offices worldwide.

1. Our Services

In support of your project, IBI will provide you with the following services and deliverables (collectively, the “Services”) according to our recent discussions:

- A. Topographic and boundary survey for the lift station. Survey will include the tie in connection with the existing plant and the stream to the west to check overall system depths of the lift station wet well.
- B. Soil boring and geotechnical report. Provide geotechnical engineering for the lift station. We anticipate one soil boring for the wet well.
- C. Hydraulic analysis for trunk sewer service. Compare trunk sewer preliminary plans and depths needed to cross the nearby stream to the west of the plant

- site. Review preliminary sizing and flows of the trunk sewers for use in sizing the lift station.
- D. Develop a detailed design memorandum for the lift station that outlines the design concepts and calculations.
 - E. Develop preliminary and final design engineering plans for the lift station. The station design will consider existing flows and expandable components for future flows. The design will include lift station details, site layout, driveway access and earthwork plans.
 - F. Prepare plans to accommodate gravity influent trunk sewers the lift station and the discharge force main to the existing wastewater treatment plant.
 - G. Prepare electrical plans to connect to the existing power available at the plant site.
 - H. Prepare SCADA and instrumentation plans to connect to the lift station control panel and connect to the plants future SCADA system to be designed with the plant improvement project.

Deliverables:

Detailed design memorandum

Topographical and boundary survey

Detailed plans at 30%, 75% and 90% for review.

Final plans and specifications for bidding

Engineers cost estimate

Ohio EPA permit to install forms (application fee paid direct by Client)

Bidding documents

Bidding services including advertising, plan circulation, pre-bid meeting, bid opening, review bids and responding to requests for information from plan holders throughout the bid process.

Assistance with applications and administration for funding the project.

Meetings:

Our services include regular progress meetings throughout the project.

2. Your Schedule

Our Services will be delivered to you on the following schedule (the "Schedule"):

The design is anticipated to take 12 weeks.

3. Payment

Based on the Schedule and the Services you will pay us on the following basis:

Lump Sum: you agree to pay IBI based upon a lump sum amount of \$88,100 for design services.

Time and Expense: you agree to pay IBI based upon time and expense for bidding services up to \$10,300.

The fees may not increase without mutual consent and prior authorization.

We invoice for payment on a monthly basis. Thereafter, payment is due within thirty (30) days of your receipt of our invoice.

4. Designated Representatives:

Commercial Point – Ross Crego


IBI Group – Randy Stoll

The other terms relating to this project are set out in our Standard Terms & Conditions, as attached.

We look forward to working with you.

Yours truly,

IBI Group



 Name: Kevin Wood
 Title: Principal



 Name: Randy Stoll
 Title: Associate; Manager – Water Resources Engineering

If this accurately sets out our understanding and is acceptable to you, please indicate your agreement by signing in the space below.

Agreed to and accepted effective the date of this Agreement.

Commercial Point, Ohio

Name: *Allan D. Goldhardt*
ALLAN D. GOLDHARDT
Title: *MAYOR*

Name: _____
Name: _____
Title: _____

Name: _____
Title: _____



STANDARD TERMS & CONDITIONS

1. CLIENT RESPONSIBILITIES. Client's Designated Representative is authorized to act on its behalf and all direction shall be by or through such designated representative. Client shall examine documents submitted by IBI and shall render decisions promptly, to avoid delay in the progress of Services. Client shall furnish IBI all existing available information, including reports, studies, testing results, operating records, existing plans, and other data pertinent to the Project, in a timely manner, and IBI shall be entitled to rely on it as applicable, Client shall ensure IBI is afforded access to enter upon public and private land as required for the performance of the Services. Client shall instruct the making of applications for any consents or permits or other applicable applications required in connection with the Services and shall pay any charges, fees, expenses and disbursements in respect thereof.

2. STANDARD OF CARE. In the performance of the Services, IBI will use that level of care and skill ordinarily exercised by reputable members of IBI's profession currently practicing in the same locality under similar conditions. No other representation, guarantee, or warranty, express or implied, is included or intended in this Agreement, or in any communication (written or oral), report, opinion, document, or instrument of service.

3. PAYMENT IBI's fees and expenses will be paid in accordance with this Section 3 of the Agreement and Client represents and warrants that any payment to IBI hereunder is not contingent upon Client's receipt of monies by any third party. Client will, subject to IBI's performance of its obligations under this Agreement, pay IBI for the provision of the Services, plus applicable taxes, as set out in the Agreement. IBI's unpaid invoices will bear interest calculated monthly at the rate of twelve (12) percent per annum, commencing thirty (30) days after the date that IBI submits its invoice IBI reserves the right, without penalty, to discontinue Services and or terminate this Agreement in the event of non-payment. IBI's fees and expenses are secured upon and run with title to the lands.

4. SUSPENSION OR TERMINATION. Either party may, by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, IBI shall perform no further Services other than those reasonably necessary to close out the Services. In the event of a suspension or termination, IBI shall be entitled to payment for all work completed, plus reasonable close-out costs.

The limitation of liability and indemnity obligations in this Agreement shall survive any suspension or termination of this Agreement.

5. PROBABLE COSTS. IBI does not guarantee the accuracy of probable costs for providing Services hereunder. Such probable costs represent only IBI's judgment as a professional entity and are supplied only for the general guidance of Client.

6. INDEMNIFICATION: IBI shall indemnify and hold harmless Client from and against claims, actions, losses, expenses, costs or damages (the "Claims") which Client, its directors, officers, employees, or agents may suffer, only to the extent IBI is legally liable as a result of the negligent acts of IBI, its employees, officers or agents in the performance of this Agreement. Client agrees to indemnify and hold harmless IBI from and against Claims, which IBI, its directors, officers, employees, or agents may suffer arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of IBI in the performance of this Agreement.

7. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, the total liability of IBI, its directors, officers, employees and agents for liabilities, Claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to IBI for the Services or \$500,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services. No party shall be liable for any consequential, incidental, indirect, special or punitive damages, damages related to loss of profit, loss of use in any way related to this Agreement.

8. INSURANCE. IBI will maintain insurance for this Agreement in the following types: 1) workers' compensation insurance at statutorily required levels; 2) general and professional liability insurance; and 3) automobile liability insurance for bodily injury and property damage.

9. RESPONSIBILITY. IBI is not responsible for the completion or quality of work that is dependent upon or performed by Client or third parties not under the direct control of IBI, nor is IBI responsible for their acts or omissions or for any damages resulting therefrom.



10. RELATIONSHIP OF PARTIES. IBI will have no authority to contractually bind Client or to assume or create any legal obligation or responsibility, express or implied, on behalf of Client. Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between Client and IBI or any of IBI's directors, officers, partners, agents, employees, affiliates, subconsultants or volunteers.

11. EXCLUSIVE USE. Services provided under this Agreement, including all reports, designs, information or recommendations prepared or issued by IBI (the "Instruments"), are for the exclusive use of Client and only for the purpose specified. No other use is authorized under this Agreement. Client will not distribute or convey the Instruments to any person other than those identified in the project description without IBI's prior written approval. Client releases IBI from liability and agrees to indemnify and hold harmless IBI from Claims, arising, in whole or in part, from such unauthorized distribution or any unauthorized use.

12. SUBCONTRACTING AND ASSIGNMENT. Neither party shall assign its interest in this Agreement without the prior written consent of the other. Except for subcontracting to an affiliate, IBI shall not subcontract any Services without the prior written consent of the Client.

13. CONFIDENTIAL INFORMATION. IBI shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by Client in the course of carrying out the Services. No such information shall be used by IBI on any other project without the written approval of Client. These obligations of confidentiality shall not apply to information which is in the public domain; which is provided to IBI by a third party without obligation of confidentiality; which is independently developed by IBI without use of Client's information; or which is required to be disclosed by law or by court order.

14. INTELLECTUAL PROPERTY. IBI retains ownership of all right, title and interest (including copyright) in and to the intellectual property it provides through this Agreement. Nothing in these Terms and Conditions constitutes a transfer or conveyance of any right, title or interest in the intellectual property, except the limited license to use it for its intended purpose, which includes the general maintenance and management of the asset or project.

15. SUCCESSORS and ASSIGNS. This Agreement shall be binding upon the parties, their partners, successors, assigns and legal representatives.

16. AMENDMENT. This Agreement may be amended or modified only by written instrument executed by authorized representatives of both Client and IBI.

17. SEVERABILITY. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining provisions of this Agreement.

18. GOVERNING LAW. This Agreement and legal actions concerning its validity, interpretation and performance shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the project is located; and it is further agreed by the parties that any legal action arising under this Agreement will be brought in a court of competent jurisdiction in such jurisdiction.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favour of a third party against either Client or IBI. The Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against IBI because of this Agreement or the performance or non-performance of Services hereunder. Client and IBI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in the project to carry out the intent of this provision.

20. PROMOTIONAL ACTIVITIES. Client approves IBI to (i) undertake reasonable promotional activities, (ii) post signage and billboards at project locations, and (iii) brand all deliverables hereunder, in each case related to the provision of the Services by IBI under this Agreement.

21. ENTIRE AGREEMENT. This Agreement, including attachments incorporated by reference, represents the entire agreement between IBI and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. Client agrees that its use of any purchase order or other form to procure Services is solely for administrative purposes and in no event shall IBI be bound to any terms and conditions on such form regardless of its signature on or reference to such form.