

ORDINANCE 2018-05**AN ORDINANCE TO ADOPT AND APPROVE AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH POGGEMEYER DESIGN GROUP, INC.
AND TO DECLARE AN EMERGENCY**

WHEREAS, Council has determined that based on the current infrastructure and utility systems within the Village, that professional engineering services are deemed necessary and appropriate from time to time; and

WHEREAS, the firm of Poggemeyer Design Group, Inc. was recommended after a request for proposal and interviews of various candidates who were evaluated to assist in advising the Village in the administration of the various infrastructure and utilities operated and maintained by the Village;

WHEREAS, Council has reviewed the Agreement for Professional Services and the same appears desirable based on the Village's need for such services.

NOW, THEREFORE, be it Ordained by the Council of the Village of Centerburg, Ohio:

Section 1: That the Mayor and/or Village Administrator are authorized to enter into and execute the Agreement for Professional Services with Poggemeyer Design Group, Inc. for services in the form attached hereto as Exhibit A regarding roadway and storm water collection system and management, public water supply, treatment and distribution, waste water collection, treatment and disposal, and other services as set forth in the Agreement.

Section 2: Council declares this to be an emergency measure immediately necessary for the public health, maintenance, and welfare of the Village residents, such emergency arising from Village's need to have the services available from qualified engineering professionals.

WHEREFORE, this Ordinance shall take effect and be in full force and effect from and after the earliest period allowed by law.

DATE PASSED 3-5-2018

ATTEST Signature on file
CLERK OF COUNCIL

Signature on file

PRESIDENT OF COUNCIL

Signature on file

MAYOR

APPROVED AS TO FORM:

Signature on file

LEGAL COUNSEL

RECEIVED
MAR 19 2018
POGGEMEYER

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement made and entered into this 14th day of March, 2018 by and between the Village of Centerburg, Ohio, hereinafter called the Owner, and Poggemeyer Design Group, Inc., hereinafter called the Engineer, for the year 2018.

WITNESSETH THAT, whereas the Owner hereby agrees to employ said Engineer to render the necessary engineering, architecture, planning, grants and economic development, landscape architecture, and surveying services in connection with buildings, streets, sidewalks, sanitary sewerage, storm drainage, subdivisions, parks, traffic, map preparation, inventory and maintenance programs, rules and regulations, including any and all appurtenances, hereinafter called the improvements. All subject to Village authorization.

NOWHEREFORE, the Owner and the Engineer, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Part I

The Engineer agrees to perform necessary professional services in connection with the improvements as hereinafter stated and the Engineer will serve as the Owner's professional engineering representative in those phases of the improvements as is required and will give consultation and advice to the Owner during the performance of this service. The Engineer will:

1. Attend Village Council, Council Committee and Planning Commission meetings as requested. Attend other monthly meetings at the direction of the Owner. Perform as the Village's Engineering Representative in any related meetings.
2. Attend and participate in any meetings, regular or special, or negotiations between Village officials or representatives of the Village and any other political subdivision or group. Such participation to be at the request of the Village or as may be required.
3. Consult with the appropriate Village officials, when requested, on matters relative to general policies of legislation, financing, programming, rules and regulations, planning and consultation of Village affairs.
4. General consultation, as needed, for engineering, architectural, planning, surveying, economic development, and grants writing matters.
5. Make all necessary preliminary investigations, studies, reports, and general plans and prepare approximate opinion of probable cost for said improvements.
6. Prepare subdivision rules and regulations or changes thereto or any other rules and regulations or specifications which are necessary for said improvements and review subdivision plats and construction plans and specifications for the Owner.
7. Calculate and prepare any assessment lists as are necessary on projects and aid in preparation of the capital improvements program.

8. Prepare and develop any maps, programs, procedures, rules, and regulations for work done or performed on Village property or within the public right-of-way.
9. Make all necessary calculations for the design of the improvements and prepare detailed plans and specifications for Village projects.
10. Prepare bidding and contract documents for all Village construction projects per Village requirements, subject to Village approval.
11. Assist the Village in obtaining, evaluating, and/or negotiating proposals and in preparing and awarding construction contracts.
12. Administer the engineering aspects of construction on Village construction projects to see that the work conforms to the plans and specifications. Observe materials, equipment, and installation of such at the job site.
13. Prepare and check monthly and final estimates for payments to contractors.
14. Provide and furnish the Village property, boundary, topographic, right-of-way, construction or other staking, or surveys.
15. Furnish resident engineering and/or field representative on all Village construction work or work performed on Village property or within public right-of-way.

Part II

The Owner agrees to provide full information as to the Owner's requirements for the improvement(s). The Owner also will assist the Engineer by placing at the Engineer's disposal all available information pertinent to the improvements, including previous reports and any other data relative to design and construction of the improvements.

The Owner shall provide the Engineer with written authorization for all work to be performed under this Agreement. This authorization shall be placed in writing for each project to the Engineer indicating the project, scope and limits of the project, and any other pertinent information.

The Owner agrees to pay the Engineer for all the services performed by the Engineer on said improvements as herein described and at the fee and the rates set forth hereinafter.

Part III

For the services performed by the Engineer, the Owner will pay the Engineer based upon the following fee schedule:

For Item 1, in Part I, a monthly retainer fee of two-hundred twenty-five dollars (\$225.00). This would include attendance at one (1) meeting per month. All other meeting attendance per the Owner's request will be at the approved hourly rate.

For Items 2 through 8 inclusive, in Part I, at the current approved hourly rate plus reimbursables.

For Items 9 through 13 inclusive, Part I, and after the scope of services for the specific project is determined, the fee shall be a lump sum, or time and expense based, fee based upon the foregoing hourly rate fee schedule for the specific scope. For any project identified in Items 9 through 13 inclusive, the scope of services and fee will be as specified in a NSPE Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC No. 1910-1) or Standard Letter Contract, the terms of which shall be as agreed upon by the parties to this agreement. Any changes in the scope during work on the project shall be performed on a time and expense basis in accordance with the approved hourly rate and the fee shall be revised accordingly. Other methods of compensation would be considered if mutually acceptable to both parties.

For Item 14, in Part I, the fee for a one (1) or two (2) person survey crew shall be the current approved hourly rate per hour plus reimbursables.

For Item 15, in Part I, resident project representation and/or field representation will be performed at the current approved hourly rate per hour plus reimbursables.

The Owner will pay the Engineer based upon the foregoing fee schedule as follows:

1. For all services performed at an hourly rate plus reimbursables, the Owner shall pay the Engineer on a monthly itemized invoice submitted to the Owner.
2. For all services performed in accordance with the lump sum, or time and expense based, fee, the Owner shall make payments to the Engineer on a monthly basis during the progress of the preparation of the detailed plans and specifications, with invoices to be submitted monthly as the plans and specifications progress.

This contract shall be renewed semi-annually by amending the aforementioned rates which shall be updated to the current rate schedule of the Engineer when approved by both parties at that time. It is mutually understood and agreed that the plans and specifications shall meet all the necessary requirements of the involved agencies and shall receive all necessary approvals. It is further mutually understood and agreed that if it becomes necessary to make any major revisions in the plans or specifications after they have been approved by the Owner, or any appropriate regulatory agency, the Engineer shall be reimbursed for such revisions at a reasonable rate agreed upon by both parties prior to making such revisions and based upon the extent of the revisions required.

It is further agreed that the Engineer will not perform engineering services of the type being performed for the Owner for any clients within the Village of Centerburg corporation limits while performing retainer engineering services for the Village of Centerburg, Ohio unless requested or approved by the Village to do so.

This contract can be terminated by either party upon thirty (30) days written notice to the other party. Any projects upon which the Engineer has performed a reasonable amount of labor shall be carried to completion by the Engineer, but no new contract work shall be commenced after notification has been properly served upon the Engineer.

The Engineer shall secure and maintain such insurance as will protect them from claims under the Workman's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement.

The current hourly rates referred to herein are as set forth in Exhibit A attached hereto and are incorporated herein by reference as if fully rewritten herein.

The Owner and Engineer each binds their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to their partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Engineer.

Regardless of any other provision of this Agreement, neither the Engineer nor any resident project representative shall have the authority to:

1. Exercise any authority or discretion of the public entity,
2. Make a decision on behalf of or in the name of the public entity,
3. Control the property of the public entity,
4. Exercise any public or government function;
5. Or do any other act which in exercise of sovereign power or which would cause Engineer to be a public official under the laws of the State of Ohio.

All of the above authority shall be exercised only by the public entity through its designated representative or otherwise as it determines. The Engineer's responsibilities under this Agreement shall be limited to reporting to and making recommendations to the public entity. The Engineer, by virtue of this Agreement, shall not be deemed to be appointed to any public office but rather shall be solely an independent contractor.

IN WITNESS WHEREOF, the said parties hereto have made and executed this Agreement the day and year first above written.

VILLAGE OF CENTERBURG, OHIO

Signature on file

Village Administrator

Date 3-14-18

By Signature on file

Village Fiscal Officer

By Signature on file

Village Solicitor (as to form)

POGGEMEYER DESIGN GROUP, INC.
Architects + Engineers + Planners

Signature on file

Principal Owner

Date 3/14/2018

EXHIBIT A

2016-2018 HOURLY RATES – PROFESSIONAL SERVICES

Sr. Management Principal.....	\$137.00
Managing Principal.....	\$133.75
Principal Owner.....	\$131.75
Executive VP/Department Manager/Senior VP.....	\$129.75
Vice President.....	\$127.75
Sr. Project Manager.....	\$124.25
Project Manager.....	\$113.75
Project Engineer/Architect/Landscape Architect.....	\$111.50
Design Engineer/Architect/Intern.....	\$96.50
Engineer/Architect Intern.....	\$84.50
Sr. Designer.....	\$109.75
Design Technician.....	\$99.50
Sr. CAD Technician.....	\$65.50
CAD Technician.....	\$48.50
Sr. Interior Designer.....	\$87.50
Interior Designer.....	\$69.50
Project Developer.....	\$109.50
Project Administrator.....	\$97.50
Project Coordinator.....	\$107.50
Environmental Planning Administrator.....	\$88.50
Project Integrator.....	\$105.50
Project Administration Assistant.....	\$72.50
Housing Administration.....	\$99.50
Housing Specialist.....	\$79.50
Housing Specialist Assistant.....	\$48.75
Housing Inspector.....	\$69.50
Community Development Specialist.....	\$67.75
IT Manager.....	\$87.50
Administrative Support Specialist.....	\$54.75
Administrative Assistant.....	\$56.75
Graphic Design.....	\$78.50
Professional Surveyor.....	\$105.75
Crew Leader.....	\$100.25
Survey Crew w/Robotics.....	\$118.50
Instrument Person.....	\$88.50
Sr. Project Observer.....	\$69.50
Project Observer.....	\$59.50
General Assistant.....	\$39.50
Sr. Intern.....	\$43.75
College Intern.....	\$29.50

Mileage @ \$0.44 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.