

ORDINANCE NO.: 2022- 103

FIRST READING December 12, 2022

INTRODUCED BY: MARK PORTER

SECOND READING WAIVED

THIRD READING WAIVED

**ORDINANCE AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS TO FURNISH AND PERFORM VARIOUS PROFESSIONAL ENGINEERING SERVICES AND TO ACT IN THE CAPACITY OF VILLAGE ENGINEER FOR 2023 AND DECLARING AN EMERGENCY.**

NOW, THEREFORE BE IT ORDAINED by the Council of the Village of South Russell, County of Geauga, State of Ohio, that:

**SECTION 1:** The Mayor and Fiscal Officer are hereby authorized to enter into an Agreement with CT Consultants to perform professional engineering services and to act in the capacity of Village Engineer for 2023. A copy of said Agreement is attached hereto as Exhibit "A".

**SECTION 2:** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 3:** This Ordinance is declared to be an emergency measure necessary for the immediate protection of the health, safety and welfare of the Village of South Russell, the current contract with C.T. Consultants, Inc. expires December 31, 2022.

**SECTION 4:** This Ordinance shall take effect and be in full force immediately upon its passage.

  
\_\_\_\_\_  
Mayor - President of Council

ATTEST:

  
\_\_\_\_\_  
Fiscal Officer

I certify that Ordinance No. 2022-103 was duly enacted on the 12th day of December, by the Council of the Village of South Russell, and posted in accordance with the Codified Ordinances of the Village.

  
\_\_\_\_\_  
Fiscal Officer

**AGREEMENT  
BETWEEN THE VILLAGE OF SOUTH RUSSELL, OHIO  
AND THE FIRM OF CT CONSULTANTS, INC.  
2023**

I. THIS AGREEMENT, made at the Village of South Russell, Ohio this 12<sup>th</sup> day of DECEMBER, in the year 2022, by and between the Village of South Russell, Ohio, hereinafter called the "VILLAGE", and the firm of CT Consultants, Inc., Engineers and Architects, 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "ENGINEER", witnesseth;

THAT WHEREAS, the VILLAGE intends to obtain the services of a professional engineer to act in the capacity of Village Engineer and whereas the said firm proposes to furnish such engineering services to the VILLAGE;

THEREFORE, in consideration of these premises, and of the mutual covenants herein set forth, the VILLAGE and the ENGINEER agree as follows:

II. The ENGINEER agrees to furnish and perform the various professional services as are herein defined as "ROUTINE SERVICES" and such additional professional services as are herein defined as "SPECIFICALLY AUTHORIZED SERVICES", as follows:

A. ROUTINE SERVICES: The following professional services shall be performed by the ENGINEER for the VILLAGE, either as a matter of routine or upon request of an appropriate Village official as may be designated by the Mayor.

1. The attendance by the ENGINEER at one Council meeting per month and up to six Planning Commission meetings per year.
2. Consultation by telephone with VILLAGE Officials at all times. The ENGINEER will be available to the VILLAGE when requested to meet with VILLAGE Officials to discuss any engineering problems that might exist up to two (2) hours in any given week to a maximum of 75 hours in any contract year. Such time shall include attendance at Council or Planning Commission meetings.
3. Prepare preliminary estimates of probable construction cost for proposed construction projects along with estimated budgets of engineering and/or technical services in sufficient detail for review and approval by the VILLAGE.
4. Provide preliminary assistance in the preparation of applications for Federal financial assistance in the form of preliminary estimates of construction cost and minor engineering details.

5. Provide periodic status reports of all active projects together with any other matters of interest concerning same as may be required by the Mayor or Council.
6. The ENGINEER shall designate a Professional Engineer to serve as the ENGINEER's representative to the VILLAGE who shall perform all duties and functions as required by the laws of the State of Ohio and the Ordinances of the Village of South Russell, Ohio. As needed and in the event of the ENGINEER not being available, an individual shall be identified to serve as the Assistant Village Engineer.

B. SPECIFICALLY AUTHORIZED SERVICE: The following professional services shall be performed by the ENGINEER for the VILLAGE only after such services have been specifically authorized by the VILLAGE:

1. Provide plan review for proposed projects by other public agencies or private developers within or adjacent to the Village of South Russell. Work shall also include the review and approval of project record drawings.
2. Preparation, maintenance and assistance in the implementation of the VILLAGE's Stormwater Management Plan, including annual reports, BMP development, or other duties assigned by the VILLAGE.
3. Preparation of OPWC or other project funding applications including attendance at public, legislative or administrative meetings or conferences associated with said applications.
4. Conduct preliminary investigations including GIS mapping and/or exhibits, studies and reports, preliminary general plans, preliminary cost estimates and field investigation.
5. Perform land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, and descriptions.
6. Preparation of detailed construction plans, specifications, cost estimates and construction proposals for public improvements within the VILLAGE.
7. Bidding services including "website" access to information and tabulation of construction bid proposals and assistance to the VILLAGE in the awarding of a contract for construction of a public improvement.
8. Furnishing general administration of public construction contracts to assure the VILLAGE of compliance with such existing standards and contract provisions.

9. Review contractor payment requests during the construction of public improvements including the verification of final quantities and contract provisions for such improvements.
10. Provide construction staking for the public improvements.
11. Administer and coordinate any public improvement project or group of public improvement projects. Provide services relative to change order preparation and claim analysis.
12. Furnish competent project representatives for site observation and testing services acting under the direction of the ENGINEER.
13. Compute and certify special assessments for public improvements as may be required.
14. Prepare record project information for all work prepared for the VILLAGE by the ENGINEER and make said copies available upon the request of the VILLAGE.
15. Furnish additional surveying, architectural or engineering services as may be authorized by the VILLAGE and not specified elsewhere herein.
16. GIS mapping services for VILLAGE facilities.

III. The VILLAGE agrees to retain the services of the ENGINEER during the term of this contract and to compensate the ENGINEER under the following terms and conditions:

- A. ENGINEERING SERVICES AT HOURLY RATE: The ENGINEER shall receive for performance of all necessary services as stipulated and defined in Article II, Paragraphs B1, B2, B3, B4, B5, B10, B11, B12, B13, B14, B15, and B16, a fee equal to an hourly rate computed as payroll cost of various personnel plus 100%. It is agreed and understood by the parties hereto that for purposes of this Agreement, payroll costs shall be actual salary plus 55% for such items as insurance, sick leave, vacations, Worker's Compensation, Social Security, incentive pay and other direct overhead. It is understood that the imputed salary cost of Village Engineer Representative of the ENGINEER shall not exceed \$75.00 per hour.

The ENGINEER if requested by the VILLAGE, shall provide a detailed estimated task/project maximum fee. The maximum fee may be modified by the VILLAGE from and only in writing.

Payments for the aforesaid professional services are to be paid monthly by the VILLAGE upon receipt of a detailed statement of time and expenses from the ENGINEER up to the currently approved maximum fee.

B. ENGINEERING SERVICES ON A PERCENTAGE FEE BASIS: The ENGINEER shall receive as compensation for the performance of services stipulated and defined in Article II, Paragraphs B6, B7, B8, and B9, a fee based upon the cost of construction according to the following schedule:

<u>PROJECT CONSTRUCTION COST</u>	<u>FEE</u>
Less than \$200,000	Payroll Costs times 2.0 plus reimbursable expenses
\$200,000 to \$1,000,000	Base fee of 10.8% of \$200,000 plus 8.6% of amount over \$200,000
\$1,000,000 to \$3,000,000	Base fee of 9.0% of \$1,000,000 plus 8.0% of amount over \$1,000,000
Over \$3,000,000	Base fee of 8.3% of \$3,000,000 plus 6.6% of amount over \$3,000,000

In all cases, the construction cost for application of percentage fees shall be exclusive of the costs for land or right-of-way acquisition, engineering, surveys, legal services or similar administrative expenses.

For engineering services covering final design as detailed herein, the ENGINEER shall receive an engineering fee equal to eighty percent (80%) of the total fee as set forth in the above percentage fee schedule. The construction cost to which the percentage fee is to be applied shall be the total final construction cost of all parts of the project authorized at one time for design by the ENGINEER.

During the period of design, interim payments on account are to be made at monthly intervals as the work progresses, upon submission of reasonable evidence as to progress made, but in no case shall be more than eighty percent (80%) of the design fee for any contract be paid prior to submission of complete plans, specifications and other documents for that contract. The remainder of the design fee shall be due and payable within thirty (30) days after the submission and approval of the completed plans and specifications.

The fee for services shall be based upon the ENGINEER's detailed estimate of cost for construction but shall be adjusted to actual construction cost when a contract for construction is awarded.

Should requirements of any state agencies having jurisdiction entail revisions of contract documents or plans as a condition to approval, such revisions shall be made by the ENGINEER at no additional cost to the VILLAGE.

If, however, the VILLAGE orders a change in scope or alterations in contract drawings or other documents after they have been approved by the State, then the ENGINEER shall be reimbursed for the cost of such alterations on the basis of the hourly rates as defined herein.

For engineering services during construction as set forth in Section D below, the ENGINEER shall receive twenty percent (20%) of the total fee, as set forth herein. The cost to which the percentage fee is to be applied shall be the total construction cost of all contracts in a construction project awarded at a common letting. Fees for consulting services during construction will be pro-rated based upon the Contractor's monthly payment estimate.

- C. RETAINER FEE: For general consulting services as detailed under Article II-A, Routine Services, a monthly retainer fee of Five Hundred Dollars (\$500.00) shall be paid to the ENGINEER as compensation for services indicated.
  
- D. VILLAGE RECORDS RETENTION: The VILLAGE and the ENGINEER agree that all documents previously provided to the ENGINEER by the VILLAGE plus any documents produced by the ENGINEER or its Sub consultants pursuant to this agreement shall remain and/or become the property of the VILLAGE. The VILLAGE will hold the ENGINEER harmless from claims, liabilities, losses, damages, and costs incurred in connection with modifications, misinterpretation, or misuse of the plans and specifications by others or arising out of any reuse of the plans and specifications on any other project

Under this agreement and as part of the monthly retainer fee, the ENGINEER agrees to provide electronic storage for the VILLAGE's maps, drawings, specifications, and other project materials related to the ENGINEER's duties as VILLAGE ENGINEER.

- E. PERFORMANCE BY VILLAGE: This proposal is based upon the understanding that the VILLAGE, without expense to the ENGINEER, will:
  - 1. Make available to ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
  - 2. Provide or otherwise contract for Geotechnical Services which are required for the proper design of the improvements. Selection of the Geotechnical Engineer shall be as recommended by the ENGINEER.
  - 3. Provide laboratory services for testing materials and/or equipment as may be necessary to assure compliance with contract specifications.
  - 4. Furnish all legal and/or land appraisal services which may be required.

5. If requested by the VILLAGE, the ENGINEER shall have the work outlined in Item Nos. 2 through 4 above performed by others and the ENGINEER shall be compensated at 110% of cost by the VILLAGE for such services in addition to the fees outlined in Section III.
- F. TERMINATION: In the event the VILLAGE or the ENGINEER desires to terminate this Agreement, it will be effective thirty (30) days after notification by the party desiring to terminate. The ENGINEER shall be permitted to complete all started projects and design work in process; all other services shall cease at the end of the thirty (30) days. The ENGINEER shall return to the VILLAGE all maps, drawings and other VILLAGE records.
- G. CONFLICT OF INTEREST: Unless otherwise directed by the VILLAGE, the ENGINEER, including all staff members, shall not be employed or receive compensation from any developer for planning of or in seeking approval of any subdivision or development within the corporate limits of the VILLAGE during the time the ENGINEER is employed as VILLAGE ENGINEER.
- H. CONFIDENTIALITY: The ENGINEER shall not, either during or after the term of the Contract, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the VILLAGE without the written consent of the VILLAGE. The provisions of this section shall survive the satisfaction of the obligations and the completion of the term of this Contract.
- I. INSURANCE: The ENGINEER agrees to provide the following insurances:
- |    |                                   |             |
|----|-----------------------------------|-------------|
| a. | Commercial General Liability      | \$1,000,000 |
| b. | Automobile Liability              | \$1,000,000 |
| c. | Engineer's Professional Liability | \$1,000,000 |
- J. TERM: The term of this Agreement shall be for one (1) year beginning on January 1, 2023 and terminating December 31, 2023.
- K. On projects where construction administration and/or observation services are to be provided by the ENGINEER, said services clearly do not and are not intended to warrant the quality or timeliness of the Contractor's work. If, however, it is mutually agreed by the VILLAGE and the ENGINEER that the Contractor's work or schedule is impacted, partially or totally, due to plan error or omission, ENGINEER's costs related to the needed correction or time adjustment will be borne by the ENGINEER in reasonable proportions to the impact.
- L. The ENGINEER agrees that in the event a determination is made, pursuant to §260.05 of the Codified Ordinances of the VILLAGE, that the ENGINEER's fees for a particular project were unreasonable and that the reasonable amount of fees for such project were less than the amount charged to the VILLAGE by the ENGINEER, then the ENGINEER shall waive any fees over the reasonable amount and shall have no recourse against the VILLAGE for the difference between the reasonable fee amount and the fees actually charged.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at the Village of South Russell, Ohio this 12<sup>th</sup> day of DECEMBER 2022.

Witnesses:

VILLAGE OF SOUTH RUSSELL, OHIO

Danille Romanowski

William A. Koons

William Koons  
Mayor

CT CONSULTANTS, INC.

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[Signature] For (EBH)  
By: