

VILLAGE OF CHAUNCEY
RESOLUTION NO. 2013- 3

A RESOLUTION AUTHORIZING THE MAYOR, ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT FOR THE VILLAGE WITH ADR & ASSOCIATES, LTD.

NOW, THEREFORE, IT IS RESOLVED by the Council of the Village of Chauncey, State of Ohio, as follows:

1. ADR & ASSOCIATES is a design, engineering and innovation group to help improve the Village of Chauncey.
2. The Mayor, Administrator and Fiscal Officer are authorized to execute the contract with ADR & ASSOCIATES to effectuate a savings for the Village in the form contract attached hereto.
3. This is an emergency measure necessary for the fiscal health of the Village which shall take effect immediately.

PASSED this 8th day of January, 2013

ATTEST:

Joe Canter
Council President, Joe Canter

ATTEST:

Maria J. Mirza
Fiscal Officer, Maria J. Mirza

APPROVED AS TO FORM:

Robert J. Shostak
Solicitor, Robert J. Shostak, Esq.

ACKNOWLEDGED;

Joe Canter
Mayor, Robert Matthey (acting mayor)

First Reading: Passed 1-8-13

Second Reading: _____

Third Reading: _____



Village of Chauncey
Village Engineer Consulting Contract

Scope of Services & Price Proposal

Task 1 Basic Services—Village Engineer

\$ 1,000/Month (Fixed Fee)

The following services will be performed under the retainer provisions of this Village Engineer contract as authorized by the Mayor and Council.

1. Meeting Attendance

Attend one meeting per month, be it Council, BPA, Staff Meeting or Special Project Meeting. It is understood that Council meets twice a month, attendance may be requested for additional meetings and would be a part of Additional Services (See Task #2).

2. Offices Services

The Engineer shall provide a designated representative for consultation with the Village for up to 8 hours per month. Services performed may include:

a. Monthly Report

Provide a written report to the Village Council outlining the work performed during the last period.

b. Map Logging

Scan the Village's zoning, sewer, water and street base maps as required and create a CD for electronics filing.

c. Preliminary Development Conference

Participate with Village officials and developers in developing preliminary planning for proposed developments with the Village. (One meeting per proposed development).

d. Capital Improvement Plan

Participate with Village Officials in updating the Comprehensive Capital Improvement Plan Inventory, including budget estimates of probable construction cost for the various projects.

e. Periodic Agency Reports

Prepare and submit necessary forms which may be required by agencies of the State of



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Ohio or the Federal Government to retain EPA and related licenses and permits.

f. Village Engineering Counsel

Provide advice, on an as-needed basis, concerning water, wastewater, storm water, traffic, transportation, and other infrastructure. This advice will be of a preliminary type and will not include specific design services.

g. Funding Research

Research available funding and grant opportunities for future Capital Improvement projects, Parks and Recreation, Fire Departments, and other grants that assist the Village in providing a better quality of life for its residents. Applications would be part of Additional Services (Task #2), unless applications for funding can be performed in the allotted time per month.

Task 2 Additional Services

Beyond the scope of the retainer portion of the contract, the following are other areas of work which may be required of the Engineer as approved in writing by the Village.

1. Prepare engineering studies and reports relative to proposed capital improvement projects.
2. Perform preliminary and final subdivision plan review. (Costs usually borne by developer)
3. Design services for public improvement projects shall include: review of existing data, field reviews and surveys, preliminary designs, alternatives, and cost estimates, detail of improvements, and preparation of project specifications.
4. Bid phase services shall include preparation and distribution of bidding documents, issuance of addenda, conduction bid openings; review and tabulation of bids; recommendation for award; and preparation of contract documents.
5. Provide extensive advice and support for the water, wastewater, and storm system over and above that provided under the retainer portion of the contract.
6. Provide services regarding streets including:
 - a. Pavement management system;
 - b. Preliminary design and estimates, bidding assistance, and other advice and recommendations;



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- c. On-going assistance in dealing with ODOT, Athens County, and others regarding programming, funding, and scheduling.
 - d. Traffic engineering services and analysis for existing and proposed conditions; and
 - e. Traffic control devices as needed and requested.
7. Provide construction observation and project management/ administration functions on municipal public works projects and private development projects within the Village if requested.
 8. Work with Village Staff in preparing "Request for Qualifications, Proposals or Quotations" for professional services, evaluate responses, recommend contract terms and assist in negotiations.
 9. Review status of outside consultation contract or public works projects and report on a monthly basis.
 10. Any additional services as agreed upon by the Village and Engineer.
 11. This contract shall be effective 1/1/13 and continue on a month to month basis until either party gives a 30 day written notice to terminate.

A lump sum payment of \$ 1,000.00 per month shall be made for Task #1 basic services. The parties may, by mutual agreement, review the actual services provided under the basic services and modify the retainer fee should the current scope of the work under the retainer provisions of the contract change substantially.

For services beyond the retainer portion of the Agreement, the Engineer will prepare and submit a proposal with an outline of the scope of services to be provided, and a fee proposal for services related to that specific project. The Mayor will approve in writing engineering services as authorized by Council. If the scope of services for an engineering assignment are changed, the proposal shall be amended and a new fee estimate shall be established.



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ADDITIONAL TERMS

- ◆ The Owner shall sign the "Contract" as Authorization to Proceed (see attached)
- ◆ ADR's standard "Terms and Conditions" shall be considered a part of this proposal (see attached)
- ◆ Invoices will be sent every four (4) weeks based on work completed

REIMBURSABLES

- ◆ ADR will invoice the Owner for the following items, in addition to the original contract amount.
 - ◆ Application fees, review fees, or any other fees associated with this project
 - ◆ Reproduction costs and delivery charges
 - ◆ All direct costs will be invoiced at our cost + 15%

EXTRA WORK

- ◆ The following events are considered extra work:
 - ◆ Changes to the original scope of services
 - ◆ Additional work items, beyond the scope of the original contract

LIMITATIONS

- ◆ This proposal/contract will expire 120 calendar days from the date of this proposal, unless signed by the Owner and returned to ADR & Associates, Ltd. as authorization to proceed.
- ◆ ADR shall perform engineering and/or surveying work in accordance with this proposal.



COPY

ADR & Associates, Ltd.
88 West Church St.
Newark, Ohio 43055
740-345-1921
Fax 740-345-4994

Clientcentric Consulting
Design . Engineering . Innovation

CONTRACT

CLIENT:

Name: Village of Chauncey
Company:
Address: 42 Converse St., P O Box 227
City, State, Zip: Chauncey, OH 45719
Phone No.: 740-797-2031 Fax No.:

PROJ. NAME: Village Engineer Contract
(description to be printed on invoice)

SCOPE SUMMARY: per scope dated 12-18-12
(services to be provided)

BILLING INFORMATION:

Name: Same
Company:
Address:
City, State, Zip:
Phone No.: Fax No.:

LOCATION: Village of Chauncey
(location or description of project site)

DATE: December 18, 2012

PROPOSAL P.O., or BID #: scope dated 12-18-12
(eg, Proposal Dated 6/30/01, PO # 02536)

TERMS & CONDITIONS: See Attached Exhibit A
Payment due upon receipt of invoices.

BILLING TYPE: Fixed Fee
(eg, Time & Material, Fixed Fee)

ADDITIONAL SERVICES INCLUDING, BUT NOT LIMITED TO, OUTSIDE CONSULTANTS, DELIVERY EXPENSES, REPRODUCTION, AND ANY REQUIRED OUT-OF-POCKET EXPENSES NOT OTHERWISE PROVIDED FOR PER ADR'S AGREEMENT WILL BE PAYABLE AT OUR COST PLUS 15%.

BILLING RATE: per proposal
(eg, Current Hourly Rates, Per Proposal)

BILLING AMT: per proposal
(eg, \$##,###, Est. at \$##,###)

By signing this Agreement client agrees to Pricing, Schedule, Scope of Services and Terms and Conditions as referenced in "Exhibit A" attached hereto.

Signature of ADR Representative (CEO) and Client Signature (Maura J. Meunier) dated 1-9-13

Office Use Only:
Clone ADR Job #: 270801
Cross Reference Job #: (new job # - old job#)

Project Mgr. RK
Acc't Mgr. RW

ADR PROJ NO.
Renewal

CERTIFICATION OF VILLAGE CLERK
AS TO POSTING OF RESOLUTIONS

The foregoing is a true copy of the original Resolution No. 2013-3

Publication of this Resolution was made by posting a copy of the same in the following five locations within the Village, beginning on January 25, 2013, and concluding on February 9, 2013 (at least 15 days later):

Location	Date Posted
<u>Town Hall</u>	<u>1-25-13</u>
<u>Post Office</u>	<u>1-25-13</u>
<u>Cee Dee's Mart</u>	<u>1-25-13</u>
<u>Library</u>	<u>1-25-13</u>
<u>T's Quik Stop</u>	<u>1-25-13</u>

Attest:

Date: Jan. 25, 2013


Village Fiscal Officer