

VILLAGE COUNCIL OF WAKEMAN, OHIO
RESOLUTION NO.: 2022-R-4

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO APPLY FOR, ACCEPT, AND ENTER INTO A **WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)** AGREEMENT ON BEHALF OF THE VILLAGE OF WAKEMAN FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF **WATER FACILITIES**, AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Environmental Protection Agency together with the Ohio Water Development Authority jointly administer the Water Supply Revolving Loan Account (WSRLA) to provide financial assistance to political subdivisions for projects that address human health and drinking water infrastructure needs; and

WHEREAS, the Village of Wakeman seeks to make upgrade its existing **water facilities**; and

WHEREAS, Specifically, the Village seeks to upgrade and make WATERLINE IMPROVEMENTS ON FARMER AND COOPER STREET; and

WHEREAS, the Village of Wakeman intends to apply for **Water Supply Revolving Loan Account (WSRLA)** for the planning, design and construction of the water facilities; and

WHEREAS, the **Water Supply Revolving Loan Account (WSRLA)** requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW THEREFORE, BE IT RESOLVED, BY THE LEGISLATIVE AUTHORITY OF THE VILLAGE OF WAKEMAN, STATE OF OHIO: (RC 731.18)

SECTION 1. That the Village Administrator is hereby authorized to apply for a **WSRLA** loan, sign all documents for and to enter into a **Water Supply Revolving Loan Account (WSRLA)** with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design, and/or construction of **water facilities** including WATERLINE IMPROVEMENTS ON FARMER AND COOPER STREET on behalf of the Village of Wakeman, Ohio.

SECTION 2. That any agreements authorized herein shall be executed in the name of the village and signed on its behalf by the village administrator. [Section 731.141 of the Ohio Revised Code]

SECTION 3. That the dedicated loan repayment source will be the Water Operating Fund.

SECTION 4. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

SECTION 5. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this Ordinance/Resolution is hereby declared to be an emergency measure pursuant to RC 731.30,

being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s): *The immediate effectiveness is necessary to secure needed funds without delay.*

SECTION 6. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this Resolution/Ordinance were adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

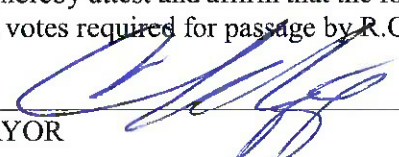
WHEREFORE, this legislation shall be in full force and effect from and after the earliest period allowed by law.

PASSED AND ADOPTED on this 10 day of January, 2022.

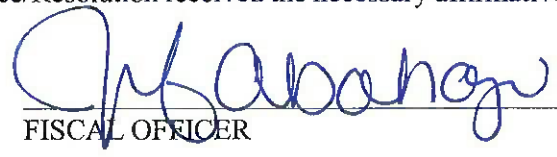
AUTHENTICATION and ATTESTATION

(RC 731.20)

We hereby attest and affirm that the foregoing Ordinance/Resolution received the necessary affirmative roll call votes required for passage by R.C. 731.17.



MAYOR



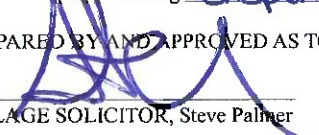
FISCAL OFFICER

Vote on the passage was taken by yeas and nays and entered upon the journal as follows R.C. 731.17(A)(3):

YEAS: 6 NAYS: 0 ABSTAIN: 0

First Reading: January 10, 2022
Second Reading: dispensed (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))
Third Reading: dispensed (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

PREPARED BY AND APPROVED AS TO FORM [See also RC 731.21(B)]:



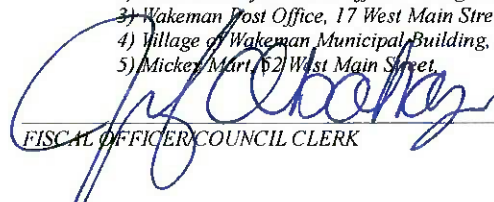
VILLAGE SOLICITOR, Steve Palmer

CERTIFICATE OF POSTING

(RC 731.25)

I hereby certify that pursuant to R.C. 731.25, a succinct summary of the above legislation was posted in not less than five of the most public places in the municipal corporation as determined by the legislative authority [see Wakeman Code 123.01] for a period of not less than fifteen days prior to the effective date at the following locations:

- 1) Wakeman Public Library, 18 East Abbott Street; and
- 2) Electronically online at official Village website; and
- 3) Wakeman Post Office, 17 West Main Street; and
- 4) Village of Wakeman Municipal Building, 59 Hyde Street; and
- 5) Micken Mart, 62 West Main Street



FISCAL OFFICER/COUNCIL CLERK

January 18, 2022

Ms. Trisha Summers, Administrator
Village of Wakeman
59 Hyde Street
Wakeman, Ohio 44889

VIA E-mail: wakemanvillage@yahoo.com

Re: USR 20 Culvert Replacement
Wakeman, Ohio
PDG Prop. No.: MW221493

Dear Ms. Summers:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract regarding our firm's services for the above-referenced project. It is our understanding that the Village desires to move forward with the completion of topographic survey work, engineering design, and bid/contract document preparation for this project as soon as possible. The project includes the replacement of existing culvert across USR-20 with a new 4-foot diameter culvert. The project also includes the replacement of three catchbasins within the Village. The current project schedule, as established in the Village's Ohio Public Works Funding Application, indicates the anticipated date for the completion of design work is April 1, 2022 with the completion of construction anticipated by November 1, 2022.

Our proposed technical services for this project will include:

- Review of available existing USR-20 (Hyde St.) infrastructure design and as-built plans as provided by, or available from, the Village.
- Completion of necessary research and field work to establish approximate existing property line and right-of-way locations through the proposed project area along USR-20.
- Completion of necessary field work to obtain existing topographic information within the project limits.
- Preparation of detailed plans defining the replacement of the culvert and catch basins.
- Preparation of bid and contract documents, construction specifications, and standard detail drawings for bidding.
- Provide assistance during bidding including question response as well as addenda preparation and distribution.
- Attend and assist with bid opening.
- Review bids received and prepare a bid tabulation for the same.
- Present construction contract award recommendation for consideration by the Village.

The fee for providing these services is a lump sum fee of \$10,100, including reimbursables approximately distributed as follows:

Preliminary Engineering and Topographic Survey	\$1,800.00
Engineering Design	\$6,500.00

Bid contract document, construction specifications, and standard detail preparation; assistance during bidding; review bids received and prepare a bid tabulation for the same; provide recommendation for construction contract award for Village consideration	\$1,800.00
Sub-Total.....	\$10,100.00

Construction services are currently not considered as part of this letter contract, but could be added by addendum and would include:

- Prepare construction contract documents for execution by the Village and the Contractor.
- Provide engineering and administration services during construction.
- Assist with OPWC disbursement requests.
- Provide full time observation services during culvert installation activities and part time observation services for pavement reconstruction and restoration activities.
- Assist with final project cost tabulation and project closeout.

Construction services fees, if desired to be included at a later date, are anticipated to be:	
Construction Administration/Engineering.....	\$3,000.00
Construction Observation.....	\$5,000.00
Sub-Total.....	\$8,000.00

Total Design and Construction Services	\$18,100.00
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Printing, binding, and mailing of bidding documents/plans are also included in our scope of services for this project as a reimbursable expense.

Our services specifically do not include:

- Negotiations for easement or right-of-way across private properties identified as within, and a part of, the project area.
- Easement legal description and/or document preparation, execution, and/or recording.
- Publication of the invitation to bid (advertising).
- Subsurface soil investigations, environmental reviews, and wetlands determinations/delineations.
- Soils and concrete testing during construction.
- Construction staking/layout.
- Construction Observation services.

If unforeseen delays or problems develop which would require our firm to suspend or cease work, we would need to adjust and/or renegotiate our schedule and fees accordingly. Other services desired by the Village in addition to the proposed scope of services as defined above could be completed per our existing retainer agreement or by other written agreement as directed by the Village.

Kleinfelder-PDG will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder-PDG's profession practicing in the same locality under similar conditions and at the date the services are provided. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

If work activities are required which are not included in the basic services described above, Kleinfelder-PDG can provide these based on its current hourly rate schedule.

Kleinfelder-PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

Kleinfelder-PDG will begin work on the project upon receipt of this executed letter contract, with purchase order, and will complete its services within the time frame specified above.

If there are delays beyond six (6) months from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

If the Village of Wakeman has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

This letter contract, with Exhibits A (2 pages) and B (1 page), and Exhibit C (1 page) represents the entire agreement between Kleinfelder-PDG and the Village of Wakeman in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign in the space provided below and return one entire contract to Kleinfelder-PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by Kleinfelder-PDG or the Village of Wakeman in writing.

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,
POGGEMEYER DESIGN GROUP, A KLEINFELDER COMPANY



Jeffrey T. Yoder
Area Manager

Accepted this 14 day of FEBRUARY, 2022 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity and their client.


By: 
Printed Name: Trisha Summers
Title: Village Administrator
Telephone #: 440-839-2970

EXHIBIT A

1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects. OWNER shall provide unimpeded and timely access to the jobsite as may be required of ARCHITECT/ENGINEER for the successful and timely performance of the services including third party sites.

2. **REUSE OF DOCUMENTS**

Drawings and Specifications are instruments of service and are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER's use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.

Any reuse without written verification or adaptation by the ARCHITECT/ENGINEER for other than the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER.

3. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by ARCHITECT/ENGINEER or ARCHITECT/ENGINEER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; obtaining bids or proposals from Contractor(s); toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents; pictures, stakes, monuments, and similar Project-related items.

4. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice and opportunity to cure) in the event of substantial failure by the other party to perform in accordance with the material terms hereof, through no fault of the terminating party. In the event of any termination, ARCHITECT/ENGINEER will be paid in full for all services rendered to the date of termination and all Reimbursable Expenses and termination expenses.

5. **SUCCESSORS AND ASSIGNS**

OWNER and ARCHITECT/ENGINEER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and ARCHITECT/ENGINEER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent ARCHITECT/ENGINEER from employing such independent professional associates and consultants as ARCHITECT/ENGINEER may deem appropriate to help in the performance of services hereunder.

6. **HAZARDOUS WASTE AND ASBESTOS INDEMNIFICATION CLAUSE**

~~In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this Agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the performance of the work related to hazardous waste or asbestos activities.~~

~~The above indemnification provision extends to claims against ARCHITECT/ENGINEER which arise out of, are related to, are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into atmosphere or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.~~

7. **SALES TAX ON ENGINEERING DRAWINGS AND PLANS**

OWNER states that the objects of this contract are to obtain ARCHITECT/ENGINEER's professional expertise and skill, as well as ARCHITECT/ENGINEER's professional consultation. OWNER and ARCHITECT/ENGINEER agree that all drawings and plans are an inconsequential portion of the transaction with a reasonable value allocable to those drawings and plans of no more than ten percent of the total compensation earned under this Agreement (estimated cost of the plans and drawings materials including reproduction costs). OWNER and ARCHITECT/ENGINEER each believes that this contract is not taxable under the Ohio sales or use tax laws. However, if a sales tax or use tax should be assessed, then payment of the tax shall be the OWNER's responsibility.

8. **LIMITATION OF LIABILITY CLAUSE**

~~The ARCHITECT/ENGINEER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement or \$50,000, and OWNER hereby releases ARCHITECT/ENGINEER from any liability above such amount.~~

9. **WAIVER OF CONSEQUENTIAL DAMAGES**

Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, indirect, exemplary, punitive, penal, multiple, or other special damages incurred by the other party or for which either party may be liable to any third party.



EXHIBIT B

1. CERTIFICATE OF OWNER-S ATTORNEY

I, Steve Palmer, the undersigned, duly authorized and acting legal representative of Village of Wakeman, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: 2/14/22 Seal: _____
 Signed: [Signature]
 Title: Village Solicitor

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Jennifer Abahazi, Fiscal Officer of The Village of Wakeman, Ohio hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of T.S/Permissive, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 2/14/22 Seal: _____
 Signed: [Signature]
 Title: Fiscal Officer