

COUNCIL CHAMBER

VILLAGE OF KELLEYS ISLAND, OHIO

ORDINANCE NO. 2024 – O - 11

INTRODUCED BY: MAYOR RONALD E EHRBAR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH K.E. MCCARTNEY & ASSOCIATES INC TO PROVIDE FOR CRITERIA ENGINEERING SERVICES AS RELATED TO THE SEWER PLANT PROJECT.

WHEREAS, the Village has been granted funding from the Ohio Department of Development special projects grant to support site preparation, land acquisition, design, planning, and construction of a downtown sewer plant.

WHEREAS, the Village has complied with Ohio's Qualifications-Based Law (Ohio Revised Code & 153.65-.73) to retain design professionals who are most qualified to provide the technical services needed for this project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF KELLEYS ISLAND, COUNTY OF ERIE AND STATE OF OHIO AS FOLLOWS:

SECTION 1. That the Council of the Village of Kelleys Island, Ohio does hereby authorize the Mayor to enter into a contract with K.E McCartney & Associates Inc. to provide for Criteria Engineering Services in support of the downtown sewer plant project, said contractual services with standard terms attached hereto and incorporated as if fully rewritten as Exhibit "A"

SECTION 2. That the funds needed for this transaction are to be provided by through the Ohio Department of Development Special Projects Grant Agreement with the Village of Kelleys Island.

SECTION 3. That it is found and determined that all formal actions of the Council of the Village of Kelleys Island concerning and relating to the adoption of this Ordinance were adopted in an open meeting of such body, and that all deliberations of the Council of the Village of Kelleys Island and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall be in effect from and after the earliest period allowed by law

DATED THIS 10th DAY OF AUGUST, 2024.



MAYOR RONALD E EHRBAR

ATTEST:



LISA M. KLONARIS, CLERK-TREASURER

Exhibit "A"

Engineering Services Agreement

9.4

Engineer: K.E. McCartney & Associates, Inc. 52 N. Diamond St. Mansfield, Ohio 44902	Client: Village of Kelleys Island								
Project No.: SW0364.00.0000	Date: July 18, 2024								
Project Name: Kelleys Island WWTP	Location: Kelleys Island, Ohio								
Scope of Services: A. Planning Phase <ol style="list-style-type: none"> 1. CLIENT to provide all available plans, studies, and data for the existing systems including pump stations. 2. Investigate the feasibility of sanitary service area and connections. KEM and CLIENT to meet with property owners as necessary to determine locations and condition of their facilities. 3. Make contact with additional NPDES permit holders to discuss potential regionalization options. CLIENT to assist with contacts. 4. Set survey control and perform aerial lidar scan for entire project planning limits to include downtown area, State Park, Kelleys Island Winery, Seaway Marina, and West Bay areas. Basemapping of downtown area will be provided during preliminary design phase. 5. Develop project alternatives for sanitary service and wastewater treatment. 6. Analyze project alternatives and provide preliminary cost estimates to review with CLIENT. 7. KEM and CLIENT to establish limits of work ("Project Area") and come to agreement on extent of initial project and phasing if necessary. 8. Coordinate soil borings in the Project Area. 9. Provide Preliminary Engineering Report for the Project Area to be utilized for additional funding. 10. Assist CLIENT with a funding plan for the Project Area to include any meetings, applications, etc. 11. Provide scope of work for preliminary and final design. 									
Special Conditions: <ol style="list-style-type: none"> 1. Additional services are any services not listed in the Scope of Services; and will be billed hourly on a cost-plus basis using a labor multiplier based on Engineer's current ODOT approved overhead rate at the time additional services are performed plus reimbursable expenses. Additional Services will be completed following approval by the Client. 2. Subconsultants, if required, will be billed pursuant to Item 3.8 of the Standard Terms and Conditions. 3. Client signature, direction by Client to proceed with services, and/or issuance of a Purchase Order by the Client serves as acceptance of this agreement. 4. All permit fees are the responsibility of the Client. 5. All architectural, landscape, lighting and any other plan required for plan approval which are not included in the scope of services is the responsibility of the Client. The Client shall provide KEM with any such required plans. 6. Site assessments including archaeological, environmental, ecological and wetland, or other such; and site investigations such as soil borings, or other such; are the responsibility of the Client. The Client shall provide KEM with any such assessments, delineations, or investigations that may impact project design. 7. Labor rates and reimbursable expenses may be adjusted annually effective January 1, 2025. Engineer's labor multiplier may be adjusted annually based on changes to Engineer's ODOT approved overhead rate. 									
Fee Arrangement:	Hourly on a cost-plus basis with an estimated total fee of \$300,000.00 . Labor multiplier is 3.36 based on Engineer's ODOT approved overhead rate. Total fee is based on following assumed distribution of compensation: <table style="margin-left: 20px; border: none;"> <tr> <td style="padding-left: 20px;">1. Planning Phase</td> <td style="text-align: right;">\$ 300,000.00</td> </tr> <tr> <td style="padding-left: 20px;">2. Preliminary Design</td> <td style="text-align: right;">\$ Scope & Fee TBD</td> </tr> <tr> <td style="padding-left: 20px;">3. Final Design Phase</td> <td style="text-align: right;">\$ TBD</td> </tr> <tr> <td style="padding-left: 20px;">4. Construction Phase</td> <td style="text-align: right;">\$ TBD</td> </tr> </table>	1. Planning Phase	\$ 300,000.00	2. Preliminary Design	\$ Scope & Fee TBD	3. Final Design Phase	\$ TBD	4. Construction Phase	\$ TBD
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