

RESOLUTION NO. 25-09

ADOPTED ON: May 27, 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT WITH ADR & ASSOCIATES, LTD. TO PERFORM BIDDING SERVICES AS WELL AS CONSTRUCTION MANAGEMENT SERVICES FOR THE VILLAGE OF THORNVILLE SANITARY SEWER LINING PROJECT AND DECLARING AN EMERGENCY

WHEREAS, because the Village of Thornville is using federal funds to pay for the Sanitary Sewer Lining Project, the Brooks Act required the Village to solicit requests for qualifications (not request for proposals); and

WHEREAS, Council for the Village of Thornville previously authorized the solicitations of qualifications from qualified engineering firms to provide bidding services as well as construction management services; and

WHEREAS, the Village received and ranked three proposals. ADR & Associates, Ltd. was the highest ranked firm; and

WHEREAS, having negotiated a contract with ADR & Associates, Ltd., Council for the Village of Thornville now wants to enter into an agreement with ADR & Associates, Ltd.

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Thornville, County of Perry, State of Ohio:

SECTION 1: Council for the Village of Thornville hereby authorizes and directs the Village Administrator and Fiscal Officer to execute an agreement with ADR & Associates, Ltd. to perform bidding services as well as construction management services for the Village of Thornville Sanitary Sewer Lining Project.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 3: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of the Village and the further reason that the Village needs to enter into this agreement and start this project as soon as possible. Wherefore, provided this Resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Passed in Council this 27 day of May 2025.


Amanda Lackey, Mayor

ATTEST:


Abigail Tolliver
Clerk of Council

APPROVED:

Approved as to form this 19th day of May 2025.


Brian M. Zets, Esq.
Village Solicitor



ADR & Associates, Ltd.

88 West Church St.

Newark, Ohio 43055

740-345-1921

Fax 740-345-4994

Clientcentric Consulting

Design . Engineering . Innovation

May 9, 2025

May 23, 2025 - Updated Terms and Conditions

Melissa Brofford, Village Administrator

P.O. Box 607

1 S. Main Street

Thornville, Ohio 43076

RE: PROPOSAL – VILLAGE OF THORNVILLE SANITARY SEWER LINING PROJECT

Dear Ms. Brofford,

Thank you for the opportunity to submit this scope of services and fee proposal to perform Bidding, Construction Administration, and Inspection services for the Village of Thornville Sanitary Sewer Lining project that ADR & Associates was selected as part of the Village's Request for Qualifications.

As requested, we have provided our scope and fee based on the advertised RFQ. If the scope of services and fee schedule is acceptable to you, please sign and return the enclosed contract as authorization for us to proceed.

If you have any questions, please do not hesitate to contact Nick Mill or myself at 740-345-1921.

Sincerely,

ADR & ASSOCIATES, LTD.

A handwritten signature in blue ink, appearing to read "ND Mill", is positioned above a horizontal line.

Nicholas D. Mill, PE
President

A handwritten signature in blue ink, appearing to read "Jon Suhanic", is positioned above a horizontal line.

Jon Suhanic, PE, MBA
Project Manager

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PROJECT UNDERSTANDING

The Village of Thornville's wastewater collection system primarily consists of 8" vitrified clay pipe (VCP). The general condition and age of this system is known to be poor based on its old age, smoke testing, and observed WWTP flow increases during wet weather events. As seen in a previous study, the Village regularly sees WWTP peak flows of around +50% the average peak flows during wet weather events. This clearly points to the Village having an inflow and infiltration (I/I) issue. Within the same study, the Village's collection system was broken down into five separate sewer sheds, with sewer sheds 2 (northern) and 4 (central) contributing the vast majority of the I&I to the WWTP.

Thornville has consistently been seeing average daily flows over their WWTP's capacity during wet weather conditions. To help reduce the load on the WWTP and avoid unnecessary expansions, and to stay ahead of Village growth, the Village of Thornville would like to move forward with fixing their I/I issues with cured-in-place pipe (CIPP) lining their collection system problem areas. Reducing I/I through pipe lining will also allow the Village to continue to accept wastewater from north Perry County and avoid redirecting any of its existing wastewater influent.

The Village has had a design and permit-to-install completed for wastewater collection system CIPP lining. Approximately 23,024' of 8" VCP and 169 manholes are expected to be lined through this project. Both of these activities are assumed to be done separately and not simultaneously. Thornville is looking for ADR & Associates to provide bidding services, provide construction administration services, full-time inspection during sewer lining installation, and technical support.

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SCOPE OF SERVICES

TASK 1: Bidding Services

ADR will provide the following;

- Preparation of an engineer's estimate of construction costs.
- Prepare details and specifications for the pipe and manhole lining
- Preparation of notice to bidders for advertisement by the County
- Preparation of documentation and forms for bidding using EJCDC Standard bid documents.
- Preparation for and attendance of a pre-bid meeting.
- Review of any submitted questions and issuance of addendum, if required.
- Attendance at a bid opening and preparation of a bid tabulation.
- Review of bids and recommendation for contract award.
- Preparation of Notice of Award, Notice to Proceed and Construction Contracts.

TASK 2: Construction Administration and Inspection

ADR will provide construction project administration and inspection based on approximately 40 hours per week of construction administration and inspection for a total construction duration of 24 weeks. ADR will bill this work on a Time & Material basis, and the ultimate fee will be adjusted based on the actual construction schedule. ADR will provide the following:

- **Construction Administration:**
 - Review Contractor submittals for materials, procedures, and schedule.
 - Answer Contractor questions about plans, aid in plan interpretation.
 - Construction inspection management and assistance.
 - Negotiate any Change Orders on the client's behalf.
 - Conduct and attend construction project meetings including pre-construction meeting.
 - Review and approval of Contractor's pay estimates.
 - Preparation of final punch list and close-out of project.
 - Review Contractor-provided pre and post CIPP lining videos.
- **Construction Inspection:**
 - On-site full-time construction observation at approximately 40 hours per week.
 - Review equipment, materials and methods against the requirements of the plans and specifications.
 - Verify installed quantities, recommend payment to contractor.
 - Review pre and post CIPP lining videos while on-site.
 - Verify proper sanitary bypassing methodologies and procedures.
 - Conduct final walk-through, create punch-list and approve completed punch-list work.

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COMPENSATION

ADR will provide the proposed services and deliverables per the following fee schedule. A billing rate table for Time & Material tasks is available upon request.

<u>Scope Item</u>	<u>Fee Type</u>	<u>Estimated Fee</u>
Task 1: Bidding Services	Fixed Fee	\$ 7,500
<u>Fixed Fee Total:</u>		<u>\$ 7,500</u>

<u>Scope Item</u>	<u>Fee Type</u>	<u>Estimated Fee</u>
Task 2: Construction Admin & Inspection	Time & Material	\$ 138,500
<u>Time and Material Total:</u>		<u>\$ 138,500</u>

ADDITIONAL SERVICES

In addition to the scope of services listed above, ADR will be available to provide the following services on a Time & Material Basis upon authorization by the client:

Reimbursables

- Application fees, review fees, or any other fees associated with this project.
- Funding related services (research, applications, reimbursements, etc.)
- Easements and recording fees.
- Record Drawings.
- Reproduction costs and delivery charges above and beyond those listed in the scope above.
- All direct costs will be invoiced at our cost + 10%.

ACCEPTANCE

If the above Proposal and Estimated Fee meets your approval, please review and complete the next steps outlined below.

- The Owner shall sign the "Contract" and provide the retainer fee, in the amount set forth in this proposal, as Authorization to Proceed (see attached).
- 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'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.
- The retainer fee will be credited to the final invoice.

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EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

ARTICLE 1 - CONSULTANT SERVICES:

ADR will:

- 1.1 Perform for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 1.2 Provide only those Services requested by Client and as detailed in the Scope of Services.
- 1.3 Perform services on an agreed upon schedule subject to the timely receipt of information and approvals beyond ADR's control.
- 1.4 Treat only those documents marked confidential as confidential; otherwise, documents provided by Client to ADR can be exchanged with other parties if it is necessary to complete ADR's work.

ARTICLE 2 - CLIENTS' RESPONSIBILITIES:

Client or its authorized representative will:

- 2.1 Provide ADR full information regarding the proposed project, including location, zoning, previous submittals, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, and other information required for the proper performance of ADR.
- 2.2 Not used.
- 2.3 Provide for ADR's right to enter the Project Site from time to time in order to fulfill the scope of services indicated hereunder.
- 2.4 Rely only on final hardcopy materials that bear ADR's original signature and seal. Documents that are stored and/or transmitted electronically may be inadvertently altered. Client acknowledges ADR's reports, plans, specifications, field data, field notes, and estimates, whether hardcopy or electronic, are instruments of professional service, not products. These documents are and shall remain the sole and exclusive property of ADR. Client agrees to indemnify and hold harmless ADR and ADR's independent associates from all claims, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, any reuse of these materials without written authorization of ADR. Said materials shall not be used by Client, or transferred to another party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by ADR without ADR's express written permission.
- 2.5 Provide ADR with all approvals and permits from all governmental authorities having jurisdiction over the Project.

ARTICLE 3 - GENERAL CONDITIONS:

- 3.1 ADR shall not be responsible for the acts or omissions of any other party or parties involved in the design of the Project or the failure of any contractor or subcontractor to construct any item on the Project in accordance with recommendations, whether written or oral, issued by ADR.
- 3.2 Unless expressly provided in the Contract Documents, and then only to the extent expressly defined, ADR shall not have control or charge of, specify or be responsible for construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures, precautions or programs. ADR's testing or observations of portions of the work of other parties on the Project shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable standards, plans, specifications and safety requirements.
- 3.3 This Agreement shall not create any rights or benefits to parties other than Client and ADR.
- 3.4 Services performed by ADR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. **NO OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DOCUMENT OR OTHERWISE.**

EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

- 3.5 Client recognizes that local zoning laws, planning regulations, environmental rules and wetland regulations are subject to interpretation by the various boards and agencies charged with ensuring compliance and that ADR makes no guarantees, express or implied as to the acceptability of Clients proposed project.
- 3.6 Client recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by ADR, and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.
- 3.7 Unless provided in the Proposal that hazardous or chemical contamination is present or potentially present at the Project site, a standard of practice consistent with that commonly used on uncontaminated sites shall be implemented. Client recognizes, accepts and assumes the risks of spreading contamination inherent with excavating trenches or drilling borings when said standard of practice is applied and Client shall indemnify and hold harmless ADR and ADR's independent associates from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.
- 3.8 Client recognizes that the use of surveying and exploration equipment may unavoidably affect, alter or damage existing vegetation and terrain at the site. ADR will take reasonable precautions to limit damage; however, Client recognizes that such damage is inherent in ADR's work and will hold ADR harmless for any such reasonable affect, alteration or damage. ADR will exercise due and reasonable care in locating subterranean structures in the vicinity where proposed subsurface explorations are to be made. This will include contact with appropriate public utilities, and review of plans and information provided by Client and/or Owner of the Project Site relating to the location of subterranean structures. Provided ADR has proceeded with due and reasonable care, ADR can not be liable for damages or injury arising from damage to or interference with subterranean structures, including, without limitation, pipes, tanks, telephone cables, etc., which are not called to ADR's attention and /or are not correctly shown on the plans furnished by client or others in connection with work performed under this Agreement.
- 3.9 Not used.
- 3.10 This agreement is not assignable by either client or ADR without the written consent of the other party.

ARTICLE 4 - PAYMENT TERMS:

- 4.1 Client will pay ADR for Services and expenses in accordance with the attached **Fee Schedule or Fixed Fee Price Schedule**. ADR will submit progress invoices to Client on a **four- (4) week billing cycle** and final invoice upon completion of its Services. Each invoice, upon presentation, is due and payable by Client or its authorized representative. Invoices are **past due after 30 days** and are subject to a finance charge of one and one-half percent per month on the outstanding balance. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. **All work will be suspended on any Project which has a past due invoice** until such time as payment is current. Clients with a history of past due invoices will be required to pay in advance. ADR has the right to institute payment collection activities if ADR's invoice is not paid within thirty (30) days. Client shall pay attorney's fees and others costs incurred in collecting past due amounts.
- 4.2 ADR shall be paid in full for all Services under this Agreement, including any overruns of Client's contract or any unforeseen need for ADR's services exceeding original contract requirements. ADR will make every reasonable attempt to identify and notify Client of unforeseen needs. Client shall make payment for such Services irrespective of any pending approvals or financing.
- 4.3 Client agrees that the periodic billings from ADR to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies ADR in writing of alleged inaccuracies, discrepancies, or errors in the billing.
- 4.4 Not used.

ARTICLE 5 - TERMINATION:

- 5.1 Either party upon thirty - (30) days written notice in the event of the other's substantial failure to perform in accordance with the terms hereunder may terminate this Agreement. Termination will not be effective if the substantial failure has been remedied before expiration of the period specified in the notice.

EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

5.2 In the event of termination or suspension of the work for more than three (3) months, ADR may complete and provide Client all reports, documents or plans and work completed prior to termination or suspension as are necessary to complete its files. ADR shall be reimbursed for all Services performed as well as reasonable expenses associated with the termination.

ARTICLE 6 - MISCELLANEOUS TERMS:

- 6.1 The laws of the State of Ohio shall govern this Agreement.
- 6.2 This Agreement, including these Terms and Conditions, and the Attachments, including Scope of Services and Fee Schedule or Fixed Fee Payment Schedule, which are incorporated herein by reference, represents the entire Agreement between Client and ADR, and supercedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by Client and ADR.
- 6.3 Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 6.4 In recognition of the relative risks and benefits of the Project to both the Client and ADR, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ADR and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims and expenses from any cause or causes, so that the total aggregate liability of ADR and his/her sub-consultants to all those named shall not exceed ADR's total fee for services rendered on this Project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 6.5 Not used.
- 6.6 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault, or whether it was committed by the Client or ADR, their employees, agents, sub-consultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 6.7 It is intended by the parties to this Agreement that ADR's services in connection with the Project shall not subject ADR's individual employees, officers, or directors to any legal exposure due to the risks associated with this Project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ADR, a limited liability corporation, and not against any of ADR's employees, officers or directors.
- 6.8 In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, except as provided for in 4.1 of this Agreement, then such dispute shall be settled first by mediation, said mediator being mutually agreed upon by the parties.
- 6.9 Only changes to ADR plans and specifications that are done in hardcopy and signed by ADR & Associates, Ltd. shall constitute modification to design documents and specifications.