



Streets, Public Utilities & Sewers Committee Agenda December 30, 2024 at 4:30 PM

Streets, Public Utilities & Sewers Committee

Adam Frankel, Chair
Jay Shatz
Rich Bardach

Staff Liaison

Scot Lahrmer, Village Manager
Ryan Monahan, Maintenance
Supervisor

MINUTES

1. Approval of minutes: November 26, 2024

TOPICS OF DISCUSSION

1. Master Service Agreement with CT Consultants
2. Purchase of Dump Truck
3. Purchase of Asphalt Hot Box with the Village of Silverton

ADJOURNMENT

Streets, Public Utilities and Sewers Committee Minutes- November 26th 2024

Present:

Adam Frankel
Rich Bardach

Scot Lahrmer
Ryan Monahan

Meeting Called to Order at 5:00pm

MINUTES

1. Approval of minutes: October 10th 2024

TOPICS OF DISCUSSION

1. Maintenance Department Budget items for 2025

Ryan presented the committee with the 2024 budget request. The highlight of the budget is the request to purchase a new dump truck. The committee was made aware that there is really no good alternative.

Being no further business, the meeting was adjourned

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: December 16, 2024
RE: Verdantas (Formerly CT Consultants) rate increase for 2025

ITEM: Resolution 2025-??, Authorizing a Rate Increase for Verdantas

ACTION REQUESTED: By motion, adopt **Resolution 2025-??** adopting the proposal of Verdantas to amend its Schedule of Fees for 2025.

PURPOSE: To accept the 2025 Rate Schedule for CT Consultants.

The Village hired Verdantas (formally CDS & Associates and CT Consultants) as the Village Engineers in the early to mid-1980s. They have provided the Village with professional engineering in a broad range of services, such as storm water infrastructure and street improvements, architecture, structural, acquiring grant funding, in addition to general public works engineering.

Other comprehensive engineering includes site plan review, capital improvement planning, traffic studies and signal design, subdivision regulation and review and right of way acquisitions.

The Village has adopted resolutions when the engineering rate increases. Verdantas has submitted an average rate schedule increase of 2.5% across the board for the 2025 calendar year.

<u>Verdantas Titles</u>	<u>2024</u>	<u>2025</u>	<u>2025 Proposed Increase</u>
Senior Consultant	N/A	N/A	N/A
Senior Architect/Engineer	\$191.75	\$196.50	2.5%
Engineer/Architect	\$158.75	\$162.75	2.5%
Staff Engineer/Architect II	\$133.25	\$136.50	2.5%
Staff Engineer/Architect I	\$115.75	\$118.75	2.5%
Senior Technician	\$122.25	\$125.50	2.5%
Technician II	\$100.75	\$103.25	2.5%
Engineer Intern	\$64.00	\$65.50	2.5%
Construction Rep 3	\$100.75	\$103.50	2.5%
Survey Crew	\$175.00	\$179.50	2.5%
Word Processing and Office Support	\$64.00	\$65.50	2.5%

The Village's annual expenditures for engineering vary depending on the projects and activity in a particular year. In 2022, when the Farmcrest Street Reconstruction project began, the Village spent approximately \$122,891 and \$104,789 in 2023 to complete the project. As of December 16, 2024, the Village has spent approximately \$80,027.00.

The Streets, Public Utilities and Sewer Committee reviewed the proposed fee schedule and recommends approving the 2025 Fee Rate changes for Verdantas. Resolution 2025-????, is recommended. If you have any questions, please let me know.

DRAFT

Amberley Village		2024 Fee	2025 Proposed Fee Schedule
CT Titles	Verdantas Titles		
Principal	Senior Consultant	249.75	256.00
Senior Project Engineer/Architect	Senior Engineer/Architect	191.75	196.50
Project Engineer/Architect	Engineer/Architect	158.75	162.75
Engineer 2/Architect 2	Staff Engineer/Architect II	133.25	136.50
Engineer 1/Architect 1	Staff Engineer/Architect I	115.75	118.75
Designer 3	Senior Technician	122.25	125.50
Designer 2	Technician II	100.75	103.25
Engineer Intern	Engineer Intern	64.00	65.50
Survey Crew	Survey Crew	175.00	179.50
Construction Rep 3	Construction Rep 3	100.75	103.50
Word Processing & Office Support	Word Processing & Office Support	64.00	65.50

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Consultant:

- ☒ Verdantas LLC
☒ Verdantas Architecture, Inc.

Client: Village of Amberley

WITNESSETH THAT:

WHEREAS, Client wishes to retain **Consultant**, both as identified above, to provide professional services as an independent contractor as outlined in Section 2 of this Master Agreement for Professional Consulting Services (this “Agreement”); and

WHEREAS, Client and Consultant, collectively the “Parties,” and each individually a “Party”, desire to establish terms and conditions applicable to every task order, work order, purchase order or other agreement concerning professional services (“Services”) to be performed by Consultant on Client’s behalf;

NOW, THEREFORE, in consideration of the promises, conditions, and agreements herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following definitions apply:

- 1.1. **“Agreement”** means this Master Agreement for Professional Consulting Services, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
- 1.2. **“Claims”** means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney’s fees and other legal fees and related legal expenses.
- 1.3. **“Proposal”** means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
- 1.4. **“Services”** means the work performed or to be performed by Consultant, including temporary or supplemental staff as necessary, pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product.
- 1.5. **“Site”** means any site upon which or in relation to which Services may be performed.
- 1.6. **“Task Order”** means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.
- 1.7. **“Project”** means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

2. Project Authorization and Contract Documents.

- 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.
- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant’s Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently

executed by both Parties shall control.

- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. Term and Effective Date. The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. Force Majeure.

- 4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("**Force Majeure**").
- 4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

5. Hazardous Substances; Reporting Obligations; General Risks.

5.1. Unanticipated Hazardous Substances.

A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees that Consultant shall not be liable for any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. Reporting Immediate Threats.

A. In accordance with individual states' general laws and regulations (collectively "**State Programs**"), the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances

that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under the State Programs may conflict with the interests of the Client. The Client agrees that Consultant shall be immune from all civil liability resulting from any actual or alleged conflict between the interests of the Client and the requirements of the State Programs. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. *General Risks.* Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. *Waste Containment.* If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees Consultant shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. Labor Rates.

- 6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.
- 6.2. All labor rates are subject to yearly adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.
- 6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

7. Invoices and Payment.

- 7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.
- 7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of**

Probable Cost”). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant’s experience and qualifications and will represent Consultant’s judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.

- 7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

- 8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party’s business, property or assets in a manner that affects or could affect the Party’s ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.
- 8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days’ written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.
- 8.3. Client may terminate the Agreement for its convenience upon five (5) business days’ written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant’s reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

- 9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker’s Compensation	Statutory Limit
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Per Claim Aggregate	\$5,000,000
Contractor’s Pollution Liability Coverage	\$5,000,000
Per Claim Aggregate	\$5,000,000
Excess Liability (Umbrella Form)	\$5,000,000

- 9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client’s expense.

10. Indemnification; Limitation of Liability.

- 10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.
- 10.2. Client agrees that Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually and collectively, "**Consultant Indemnitees**") shall not be liable for Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client.
- 10.3. Consultant shall not be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**"), and Client agrees that Consultant shall have no liability for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.
- 10.4. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.
- 10.5. In no event will a Consultant Indemnitee be liable to a Client Indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate. To the maximum amount permitted by law, Consultant shall have no liability if Client fails to initiate legal proceedings within twelve (12) months of the performance of the Services. Client releases Consultant Indemnitees from any damages sustained by Client in excess of the amount stated in this Section, and to the maximum extent permitted by law, from any claim that it is the subject of proceedings not initiated within the time period specified in this Section.
- 10.6. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. Standard of Care. Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the architectural, engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. Client Responsibilities.

- 12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:
 - A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.
 - B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.
 - C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client agrees that Consultant shall not be liable for any harm, injury, or damages arising out of or related to contact with such hazards.
 - D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.

E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. **Site Access.**

A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.

B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.

C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

13. **Change Orders.**

13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("**Change**"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.

13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

14. **Notices and Authorized Representatives.**

14.1 **Notices.** Any and all notices required or permitted under or in connection with this Agreement shall be made in writing by the notifying Party upon the Authorized Representative of the notified Party as identified, below. Each such Notice shall be delivered by Registered United States mail or via a prepaid overnight courier service providing evidence of receipt.

14.2 **Project Communications.** Any project communications, except for Notices made in accordance with Paragraph 14.1, above, and including but not limited to those made: by United States mail, via email, by telephone, Teams, Zoom or similar internet-based communications platform, by text (sms), or by facsimile shall be directed to Authorized Representative of the receiving Party, unless directed otherwise in writing by the Authorized Representative of the receiving Party.

14.3 **Authorized Representatives.** The name and contact information of the Authorized Representative designated by each Party is set forth below. Each Party may change its Authorized Representative by providing prior written Notice to the other Party. The Authorized Representatives of the Parties may, by prior written agreement, designate other individuals within their respective organizations to receive or provide identified routine communications such as invoicing or accounts payable/receivable, on-site project coordination, or to address a particular technical or administrative issue.

Authorized Representative of Consultant is:

Name: Frank Twehues
Title: Senior Project Manager
Address: 4420 Cooper Road, Suite 200
Cincinnati, Ohio 45242
Email: ftwehues@ctconsultants.com
Office Phone: 513-742-8421
Mobile Phone: 859-466-8387

Authorized Representative of Client is:

Name: Scot Lahrmer
Title: Village Manager
Address:
Email:
Office Phone:
Mobile Phone:

15. **Use of Name.** Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.
16. **No Third-Party Reliance.** Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees Consultant shall have no liability for Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.
17. **Work Product.**
 - 17.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know-how and all other information prepared, developed, or furnished by or on behalf of Consultant ("**Work Product**"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.
 - 17.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.
 - 17.3. Work Product is created solely for the purposes of Consultant's performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client's sole risk and without liability to Consultant and Client agrees that Consultant shall not be liable for any all claims, suits, actions or damages related to such use of Work Product by Client.
 - 17.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any

operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.

18. Severability. If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

19. Governing Law; Conflict Resolution.

- 19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.
- 19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.
- 19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.
- 19.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

20. Miscellaneous.

- 20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.
- 20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.
- 20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.
- 20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.
- 20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.
- 20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.
- 20.7. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind.
- 20.8. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

IN WITNESS WHEREOF, each Signatory hereto, by affixing their signature below, agrees to and accepts the terms and conditions set forth herein and represents that they are authorized to execute this Agreement on behalf of their respective Party.

CLIENT:

By: Village of Amberley
Name: Scot Lahrmer
Title: Village Manager
Date:

Signature: _____

CONSULTANT:

By: Verdantas
Name: Mark Brueggemann
Title: Vice President
Date: November 5, 2024

Signature:  _____

DRAFT

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VILLAGE OF AMBERLEY VILLAGE, OHIO
AND
CDS ASSOCIATES, INC.
ENGINEERS ARCHITECTS PLANNERS

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement made and entered into this 18th day of March 1997, by and between the Village of Amberley Village, Ohio, hereinafter called "Owner", and CDS Associates, Inc., hereinafter called "Consultant".

WITNESSED THAT, whereas the Owner hereby agrees to employ said Consultant to advise the Owner and render the necessary engineering, architectural and planning services, hereinafter called "improvements". NOW THEREFORE, the Owner and the Consultant in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART I

The Consultant agrees to perform the necessary professional services in connection with the improvements as hereinafter stated and the consultant will serve as the Owner's professional representative in those phases of the improvements as is required or necessary and will give consultation and advice to the Owner during the performance of this service.

At the request of the Owner, the consultant will provide basic professional services as follows:

1. Make preliminary investigations, studies and reports for proposed improvements.
2. Make all necessary calculations for the design of the improvements and prepare detailed plans and specifications for Owner's projects.
3. Prepare the Notice to Bidders, for Owner's projects per Owner's requirements.
4. Assist the Owner in obtaining and evaluating or negotiating proposals, and in preparing and awarding construction contracts.
5. Consult with and advise the Owner as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractors for those portions of construction work for which such acceptability is required by bidding documents.
6. Review the monthly and final estimates for payments to contractors.
7. Make periodic visits to the construction site to determine the progress of the scheduled work. The Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality of work. The Consultant will not be responsible for the construction means, methods, techniques, sequences or procedures, nor the safety precautions and programs incidental thereto.

At the request of the Owner, the Consultant shall perform the following general and supplemental services as well as others as directed:

1. Attend Council meetings and other miscellaneous meetings.
2. Assist the Owner in the preparation of applications and supporting documents for governmental grants, loans or advances.

3. Furnish the services for special consultants.
4. Furnish renderings, exhibits or models on any part or all of any project.
5. Serve as an expert witness in any administrative or judicial proceeding.
6. Travel to places other than the Village in connection with the performance of other authorized services.
7. Provide a full-time resident project representative or clerk who will act as directed by the Consultant in order to provide more extensive representation at construction project sites during the construction phase of any project. The duties and responsibilities of the resident project representative shall be as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. The furnishing of such resident project representation shall not make the Consultant responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the contract documents.
8. Calculate and prepare any assessment lists necessary on projects and prepare a capital improvements program.
9. Prepare and develop any maps, programs, procedures, rules and regulations for work to be done or performed on Owner property or within the public right-of-way.
10. Prepare subdivision rules and regulations or any other rules and regulations or specifications which are necessary for said improvements and review subdivision plats and construction plans and specifications for the Owner.
11. Assist the Building Department and Administration in the review of plans submitted to the Village for approval.
12. Represent the Village as requested in the capacity of Village Engineer.
13. Review general public improvement problems and recommend solutions.
14. Make final inspection, set bond amounts and approve new public improvements for acceptance by the Village.

PART II

The Owner agrees to:

1. Furnish the Consultant with full information as to its requirements with respect to the services to be performed hereunder.
2. Assist the Consultant by placing at his disposal all available information pertinent to the project upon which consultant is working, including previous reports and any other data relative to the design and construction of the project.
3. Guarantee access to and make all provisions for the Consultant to enter upon public and private property as required by the Consultant to perform his services under this Agreement.

4. Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any defect in any project, so that the Consultant may investigate and make recommendations to the Owner.
5. Provide all legal, accounting, insurance counseling, and similar services that may be required in connection with services performed under this Agreement.
6. Bear all costs incidental to compliance with the requirements of this Part II.

PART III

For the services performed by the Consultant, the Owner will pay the Consultant as follows:

For all general work, locally funded projects and supplemental services at an hourly rate plus expenses, based upon the following fee schedule:

Project Manager	\$ 79.00
Project Professional	\$ 69.00
Graduate/Designer	\$ 60.00
Senior Technician	\$ 50.00
Technician	\$ 44.00
Junior Technician	\$ 30.00
Survey Crew (CAM)	\$ 95.00
Sr. Construction Inspector	\$ 43.00
Construction Inspector	\$ 35.00
Computer Time (CADD)	\$ 10.00
Computer Time (Design)	\$ 8.00
Word Processing	\$ 31.00
Expenses at Cost Plus 10%	

On major engineering and planning projects requiring state or federal funding, a separate agreement may be negotiated by the Village and the Consultant within the guidelines of the state and federal agencies involved.

The Owner shall make prompt monthly payments in response to the Consultant's detailed monthly statements for all categories of services rendered under this Agreement and for reimbursable expenses incurred hereunder.

If the Owner fails to make any payment due to the Consultant within thirty (30) days after receipt of the Consultant's bill, the amounts due to the Consultant shall bear interest at the rate of 1% per month from said thirtieth (30th) day, and, in addition, the Consultant may, after giving seven days written notice to the Owner, suspend services under this Agreement until it has been paid in full all amounts due it on account of its services and expenses.

If it becomes necessary to make any major revisions in the plans or specifications after they have been approved by the Owner, or any appropriate regulatory agency, the Consultant shall be reimbursed for such revisions at a reasonable rate agreed upon by both parties prior to making such revisions and based upon the extent of the revisions required.

It is agreed that the Consultant will not perform engineering services for any Clients within the Village which would in any way be rendered before the Village and be in conflict with the official duties of the Consultant under this Agreement during the period that this Agreement is in effect.

PART IV

GENERAL PROVISIONS

1. Ownership of Documents:

All calculations, drawings, specifications and other work products whether in hard copy or machine readable form, of the Consultant for a Project are instruments of service for that Project only and shall remain the property of the Consultant whether the Project is completed or not. Reuse of any of the instruments of service of the Consultant by the Owner on extensions of the Project or any other project is expressly prohibited without written approval by the Consultant.

2. Termination:

This Agreement may be terminated by either party by thirty (30) days written notice. If this Agreement is terminated, the Consultant shall be paid for all services performed to the termination date including reimbursable expenses.

3. Disputes:

Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by arbitration or mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

4. Insurance:

The Consultant shall acquire and maintain: (a) Statutory Worker's Compensation Insurance coverage in accordance with statutory requirements; (b) professional liability insurance with limits of not less than \$1,000,000 annual aggregate (errors and omissions); (c) comprehensive general liability insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate and with property damage limits of not less than \$500,000 for each occurrence and not less than \$1,000,000 in the aggregate; (d) automobile liability insurance with bodily injury of not less than \$500,000 for each person and not less than \$1,000,000 for each accident; and (e) an excess liability policy providing for \$2,000,000 in coverage. The Owner agrees to limit the Consultant's liability to the Owner to the above insurance limits requested by the Owner.

Further the Consultant agrees to indemnify Owner and hold the Owner harmless for any liabilities, injuries, harms and expenses arising out of the negligence of the Consultant. Said indemnification and hold harmless provision is limited to the amount of the Consultants above stated insurance limits.

5. Disclaimer: Asbestos & Hazardous Waste/Pollution

The Consultant hereby states, and the Owner acknowledges, that the Consultant has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services related to asbestos or to hazardous wastes. The Consultant further acknowledges he will not perform work in these areas and if an asbestos, hazardous waste or pollution problem is identified on the Owner's site, a qualified consultant will be required. Accordingly, the Owner hereby agrees to bring no claim for negligence or breach of contract against the Consultant.

The Owner and Consultant each binds himself and his partners, successors, executors, administrators and assigns to such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Consultant.

IN WITNESS WHEREOF, the said parties hereto have made and executed this Agreement the day and year first above written.

OWNER
VILLAGE OF AMBERLEY VILLAGE

CONSULTANT
CDS ASSOCIATES, INC.


By: Village Manager


By: John L. Eisenmann, Vice President

Approved as to Form

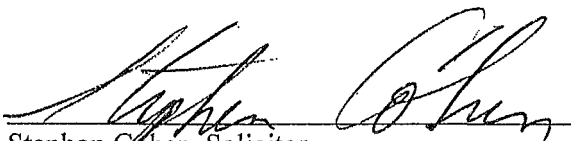

Stephen Cohen, Solicitor

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE

The resident project representative is the Consultant's agent and shall act under the supervision and direction of the Consultant. He shall confer with the Consultant regarding his actions, and shall generally communicate with the Village only through the Consultant.

The resident project representative shall:

1. Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences and notify those expected to attend in advance; and maintain and circulate copies of records of the meetings.
2. Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice to the Consultant concerning its acceptability.
3. Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's field superintendent, and cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the project in order to complete service connections to public utilities and facilities.
4. Assist the Consultant in obtaining from the Village additional details or information, when required at the job site for proper execution of work.
5. When required, assist the Village in obtaining from the contractor a list of his proposed suppliers and subcontractors.
6. Assist the Consultant in obtaining field samples of materials delivered to the site which are required to be furnished, and keep a record of recommendations made by the Consultant to the Village.
7. Receive approved shop drawings and other submissions from the Village; record data received, maintain a file of the drawings and submissions and check construction for compliance with them.
8. Make recommendations to the Consultant when he believes it is necessary for the Consultant to advise the Village that work fails to conform to the contract documents.
9. Conduct on-site observations of the work in progress for the Consultant as a basis for advising whether the project is proceeding in accordance with the contract documents.
10. Verify that tests, including equipment and systems start up, which are required by the contract documents are conducted and that the contractor maintains adequate records thereof; observe, record and report to the Consultant appropriate details relative to the test procedures and start ups.
11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the outcome of these inspections and report to the Consultant.

12. Maintain the following records and reports:

- a. Orderly files for correspondence; reports of job conferences; shop drawings and other submissions; reproductions or original contract documents, including all addenda, change orders and additional drawings issued subsequent to the award of the contract; progress reports; and other project related documents.
 - b. A diary or log book recording hours on the job site, weather conditions, a list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures.
 - c. Names, addresses and telephone numbers of all contractors, subcontractors and major material suppliers.
 - d. A set of drawings on which authorized changes are noted, which set of drawings shall be delivered to the Consultant at the completion of the project.
13. Furnish the Consultant with periodic progress reports and make recommendations regarding the Contractor's compliance with the approved construction schedule.
14. Consult with the Consultant in advance of scheduled major tests or important phases of the project.
15. During the course of work, assemble guarantees, certificates, maintenance operation manuals and other required data to be furnished by the Contractor and, upon acceptance of the project, deliver this material to the Consultant for forwarding to the Village.
16. Conduct a final inspection in the company of the Consultant and the Village and prepare a final list of items that, as determined by the Village, need to be corrected.
17. Verify that all items on the final list have been corrected, and make recommendations to the Consultant regarding the completion of work in accordance with the terms of the contract documents.

Except upon written instructions of Consultant, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
3. Shall not expedite Work for the Contractor.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not authorize Owner to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others.
8. Shall not assist Contractor in maintaining up-to-date copy of Record Drawings.

97AMBER

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE:

RE: Replacement of 2014 International Dump Truck

ITEM: Resolution 2024-##, Resolution Authorizing the Village Manager to Enter into a Contract for the Purchase of a Replacement Dump Truck and to Sell Two Existing Vehicles

ACTION REQUESTED: By motion, adopt **Resolution 2024-##** authorizing the purchase of a 2026 International single axle dump truck.

PURPOSE: Ensure service delivery by the Maintenance Department.

The Village has five single axle dump trucks from model years 2014, 2015, 2019, 2020 and 2023, and dump trucks are the core of service delivery for the Village. We heavily rely on these trucks for plowing and salting during snow and ice conditions, brush chipping and delivery, leaf collection, parks maintenance, streets and storm water infrastructure maintenance, sign maintenance, right of way maintenance and other service related activities. Therefore, having even one truck out of service will have a significant and negative impact on the Village's ability to deliver services to residents and visitors, particularly during snow events.

The oldest truck in the fleet is the 2014 International dump truck. While the truck 10 years old, it is still considered a low mileage vehicle with only 29,000 miles. The reliability of this truck has been a challenge as the Maxxforce engine is problematic. The engine is susceptible to rust jacking, where rust builds up on the engine block and breaks the top of the cylinder head. The Village encountered this same problem before on two Village dump trucks just before they were replaced in 2020 and 2023, with a single repair cost of \$16,754. The 2014 International dump truck needs to be replaced while it still has useful life and before issues arise with the rust jacking.

Amberley Village relies on a 10-year service life for its dump trucks. Because of the rust jacking probability and more expensive repair issues anticipated in the future, it is not practical to maintain the truck as it has already reached its 10-year service life. A commitment now to purchase a new dump truck that will take months to receive is expected to provide a late July build date and a late 2025 delivery date.

Purchasing new vehicles is high on the list right now for businesses and municipalities around the country. Supply chain issues have caused increased concerns about availability and price. Nearby communities have had their truck chassis back ordered or not build because they have had to wait for parts. Going to a dealer to choose a truck on the lot is no longer an option. Commercial market truck sales have affected how government purchases trucks, and in some cases, customers have waited more than a year for delivery.

Staff has researched our options to replace the 2014 International dump truck and decided to join the State bid instead of preparing specifications for a replacement vehicle. The proposed replacement vehicle is available and can be purchased through the State of Ohio purchasing contract with the cab and chassis costing \$101,458.78. The total cost for the 2026 vehicle will be

split between two vendors: \$101,458.78 will go to Rush Truck Center for the cab and chassis while an estimated \$117,261 will go to Knapheide Truck Equipment Company for the dump bed, hydraulic system, lighting, salt spreader, snowplow and bring spraying system. Both vendors are local with International Truck and Kaffenbarger Truck being on the State of Ohio bidding programs.

Here is estimated breakdown for the purchase:

2026 International Truck Chassis:	\$101,458.78
<u>Estimated Dump Body, Snowplow, Salt Spreader, Bring Tank, etc.</u>	<u>117,261.00</u>
Total:	\$218,719.78

Additionally, the Village would have an option to trade in two vehicles including the snowplows, tail gates and salt spreader tailgates at \$16,000 each, totaling \$32,000 to offset the estimated \$218,710.78 purchase of the new dump truck.

The truck purchase was reviewed and recommended by the Streets, Public Utilities and Sewers Committee at their meeting on ##. The expense of this truck was included in the 2025 Budget.

If you have any questions, please let me know.

Truck

Vendor for 2025 International truck	Rush Truck Center
2025 International truck chassis	\$101,458.78-State Bid

Truck body vendor	Knapheide Truck Co
Dump body, hydraulic system	\$117,261.00
Snowplow, salt spreader, lighting etc	

Total for truck and body	\$218,719.78
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PASSED:
BY:

RESOLUTION NO. 2025-##

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A
CONTRACT TO PURCHASE EQUIPMENT FOR NEW DUMP TRUCK

WHEREAS, the Village Maintenance Department performs a variety of valuable services for the Village and its residents;

WHEREAS, the backbone of service delivery for the Maintenance Department are four dump trucks that are used for salting of snow, brush chipping, leaf collection, park maintenance, streets and storm water infrastructure maintenance, sign maintenance, right-of-way maintenance, and other service activities;

WHEREAS, the reliability of the Village's 2014 dump truck has become questionable, having reached the end of its 10-year service life and with an engine type that is known to develop long term issues, and is in need of replacement;

WHEREAS, the Village included in the 2025 Budget the purchase of a new 2026 International Dump Truck Cab and Chassis from Rush Truck Center through the State bidding process at a cost of \$101,458.78.

WHEREAS, it is also necessary to purchase accessory equipment for the newly purchased Dump Truck, including a dump bed, hydraulic system, lighting, snow plow, salt spreader, brine spraying system.

WHEREAS, staff has researched the options for providing this accessory equipment and, through the State bidding program, has identified Knapheide Truck Equipment Company as the vendor to provide the requisite equipment at a cost of \$117,261, which was also included in the 2025 Budget.

WHEREAS, the Streets Committee met on ## to review the proposal and recommends the purchase of the Dump Truck and the additional equipment from the above-stated vendors;

NOW, THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, seven (7) members elected thereto concurring:

SECTION 1: That the Village Manager be, and hereby is, authorized and directed to enter into a contract on behalf of the Village with Rush Truck Equipment Center for the purchase of a dump truck cab and chassis through the State bidding program at a cost not to exceed \$101,458.78.

SECTION 2: The Village Manager be, and hereby is, authorized and directed to enter into a contract on behalf of the Village with Knapheide Truck Equipment Company for the purchase of equipment necessary to outfit the newly purchased Dump Truck at a cost not to exceed \$117,261.

SECTION 3: These purchases are being made through the State of Ohio Purchasing Contract. This resolution shall be considered by the State as a request for the Village to participate in the State of Ohio Purchasing Contract under ORC 125.04 and 5513.01. The Village agrees to be bound by such terms and conditions as the State prescribes and that the Village will directly pay the vendor under the purchase contract.

SECTION 4: That the Village Manager is authorized and directed to sell the existing 2014 and 2015 dump trucks and any or all accessories, and by whatever means, as deemed appropriate by the Manager, including but not limited to trading the vehicle in with a dealer, selling the vehicle at auction, or otherwise conveying it for fair market price.

SECTION 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE:

RE: Co-Purchase of an Asphalt Hotbox

ITEM: Resolution 2025-##, Authorizing the Village Manager to Purchase an Asphalt Hotbox

ACTION REQUESTED: By motion, adopt **Resolution 2025-##**, authorizing the Village Manager to purchase an asphalt hotbox.

PURPOSE: To co-purchase maintenance equipment to efficiently make roadway repairs.

Amberley Village is known throughout the region for the strength of its services to residents. With a staff of seven (7) Maintenance Personnel, our Maintenance Department serves approximately 1,400 households and businesses, across approximately 89 streets spanning nearly 60 lane miles of roadway. One of the many responsibilities of the Maintenance Department is to make repairs to the roadways to ensure driver safety. This work has been performed using cold patch, which is limiting in its usage, as it is intended to more of a temporary fix. The hotbox would allow Village Maintenance Crews to expand their road repair capabilities and provide more permanent solutions to road issues in the Village.

In 2023, the Maintenance Department borrowed an asphalt hotbox from Mt. Healthy to make repairs to Village roads and found the equipment to be extremely efficient, both in reducing repair time and extending the life of the repair. In addition, the hotbox prevents wear on Village vehicles.

Staff approached the Village of Silverton about co-purchasing a new 2024 asphalt hotbox. This was met with an enthusiastic response, as this particular piece of equipment could benefit both communities while saving half of the cost of the hotbox. Southeastern Equipment Company listed the KM International Asphalt Hotbox at \$30,300. Included in the 2025 Capital Budget was \$15,300 to accommodate this arrangement, as Silverton had only budgeted \$15,000.

A draft agreement between Amberley Village and Silverton is being proposed which allows the Village equal access to the hotbox with no lending privileges for outside jurisdictions. Both parties agree to shared maintenance costs, insurance and annual preventative maintenance and plan to renew the agreement in fifteen years.

Access to the appropriate equipment is essential to the successful execution of services for our residents while balancing good stewardship of our tax dollars. By pooling resources with Silverton to purchase this asphalt hotbox equipment, Amberley Village will not only increase the productivity of its Maintenance Crews, but also decrease man-hours, cut the cost of the equipment in half, and maximize taxpayer dollars both in the purchase price and labor costs. Having the equipment available when needed will increase safety in the Village. Both Amberley Village and the Village of Silverton are excited about the opportunity to partner on this purchase for the benefit of the residents of both communities.

As Amberley Village will be purchasing the piece of equipment, it will be necessary to appropriate the full purchase price as Silverton will pay their share to the Village. That change to the 2025 Budget will occur later.

This creative approach to acquiring a valuable piece of equipment, sharing it between more than one entity and realizing a cost savings is to be commended. Four years ago, eight jurisdictions went together, shared the cost of the a salt conveyor and saved the Village the outlay of our resources for a limited-use piece of equipment. Two years ago, the Village entered into a similar arrangement for a boom arm mower in partnership with Symmes Township. The purchase of the asphalt hotbox with Silverton would represent the third collaborative purchase by Amberley Village in the past six years

The Streets, Public Utilities & Sewers Committee met on ## to review the proposal and equipment costs, and recommended Resolution 2025-## for adoption. Delivery of hotbox equipment is estimated for delivery sometime in January or February of 2025.

If you have any questions, please let me know.

Asphalt Hotbox

Vendor for 2024 Asphalt Hotbox

2024 Asphalt Hotbox KM 4000

Southeastern Equipment Co

\$30,300- Sourcewell Contract

This will be a shared piece of equipment with the Village of Silverton

Amberley Village will pay \$15,300

Silverton will pay \$15,000.

DRAFT

KM International Asphalt Hotbox Equipment

This KM International Asphalt Hotbox equipment Maintenance Agreement ("Agreement") is between Amberley Village and the Village of Silverton. Both communities are hereinafter collectively referred to as the "Parties" and individually as a "Party." This Agreement shall be effective as of the date upon which the last party to execute this Agreement has done so, as evidenced by the dates set forth on the signature of this Agreement (the "Effective Date"), and is premised upon the following recitals:

RECITALS

WHEREAS, all Parties agree to purchase a KM International Asphalt Hotbox from Southeastern Equipment Company, Inc. Total cost for the Asphalt Hotbox equipment is \$30,300. Each party will be required to contribute to the total cost shown in the attached quote from Southeastern Equipment Company, Inc., with Amberley Village contributing \$15,300 and Silverton contributing \$15,000;

WHEREAS, Amberley Village agrees to provide insurance coverage for 15 consecutive years from the execution of this Agreement;

WHEREAS, the annual preventative maintenance will be paid by all parties each year, equally, for 15 consecutive years from the execution of this Agreement;

WHEREAS, all maintenance repairs will be paid by all parties equally for 15 consecutive years from the execution of this Agreement; exception shall be, any damage that occurs while transporting the Asphalt Hotbox equipment will be the responsibility of the individual party who is transporting;

WHEREAS, only the parties that execute this Agreement shall use the KM International Asphalt Hotbox equipment, there shall be no lending of said equipment;

WHEREAS, upon the expiration of this agreement, the original parties will retain an ownership stake in the equipment unless each party voluntarily and in writing, give up their stake in said equipment with no expectation of compensation, while a new agreement is drafted and executed by all interested parties;

WHEREAS, a new agreement will be executed for the KM International Asphalt Hotbox equipment upon the expiration of this agreement in January of 2040;

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed and made effective immediately after all signatures have been procured.

AMBERLEY VILLAGE

SILVERTON

By: _____

By: _____

Scot Lahrmer, Village Manager

Jack Cameron, Village Manager

Dated:

Dated:

RESOLUTION NO. 2025-##

RESOLUTION AUTHORIZING THE PURCHASE AN ASPHALT HOTBOX

WHEREAS, Amberley Village Maintenance Department serves approximately 1,400 households and businesses, across approximately 89 streets spanning nearly 60 lane miles of roadway with seven (7) Crew Members;

WHEREAS, one of the many responsibilities of the Maintenance Department is to make repairs to Village roadways to ensure the safety of both residents and motorists traveling through Amberley Village;

WHEREAS, the Village Maintenance Department saw the value in the hotbox equipment after borrowing one from a neighboring community. The asphalt hotbox eliminates the need to place asphalt into Village trucks, thereby preventing wear. It also reduces road repair time and extends the life of repairs compared to traditional cold patch repairs;

WHEREAS, the Village of Silverton and Amberley Village have entered into an agreement to jointly purchase and operate a new asphalt hotbox

WHEREAS, pursuant to the agreement with Silverton, Amberley Village will purchase a KM International Asphalt Hotbox from Southeastern Equipment Company, Inc. for the total purchase price of \$30,300.

WHEREAS, pursuant to the agreement with Silverton, each party will bear approximately half the total cost and Silverton will reimburse Amberley Village in the amount of \$15,000 for the purchase of the KM International Asphalt Hotbox equipment.

WHEREAS, the Streets and Public Utilities Committee met in ## to discuss the purchase and review the proposal for the equipment and recommends the purchase of the equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, seven (7) members elected thereto concurring:

SECTION 1: That the Village Manager be, and hereby is, authorized and directed by the Village to enter into all necessary contracts for the purchase of a KM International Asphalt Hotbox from Southeastern Equipment Company, Inc. for the amount of \$30,300.

SECTION 2: That, pursuant to an agreement between Amberley Village and the Village of Silverton, each party shall be responsible for approximately half of the total expenditure and Silverton shall reimburse Amberley Village in the amount of \$15,000.

SECTION 3: This Resolution shall take effect and be in force from and after the earliest date permitted by law.

DRAFT