

VILLAGE OF YELLOW SPRINGS

RESOLUTION 2022-14

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ENCOMPASS ENGINEERS AND ARCHITECTS INC.

WHEREAS, the Village requires professional electrical engineering services for assistance with consulting and evaluation of the Village's electric distribution system to identify both short term and long term projects for future load growth and improve reliability, including a protective device coordination study and arc flash hazard assessment in accordance with industry accepted methods; and

WHEREAS, the Village Manager recommends Council authorize the Village Manager to enter into an Agreement between the Village and Engineer for Professional Services, as an exception to the competitive procurement procedures in Village Codified Ordinance 206.01 specifically grants exceptions when a project substantially involves services of a personal, professional, highly technical or scientific nature, or involves the special skills or proprietary knowledge required for the servicing of specialized equipment owned by the Village,

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY RESOLVES:

Section 1. Village Council accepts the recommendation of the Village Manager and hereby authorizes the Village Manager to enter into an Agreement for Professional Engineering Services with Encompass Engineers and Architects, Inc., in an amount not to exceed \$76,000.00.

Section 2. The Village Manager is hereby authorized to execute the Agreement for Professional Engineering Services attached hereto as Exhibit "A" in the same or substantially similar form.


Brian Housh, Council President

Passed: 2/22/2022

Attest: 
Judy Kintner, Clerk of Council

ROLL CALL

Housh ___Y___

MacQueen ___Y___

Stokes ___Y___

Kreeger ___Y___

Brown ___Y___

EXHIBIT A
Agreement for Professional Engineering Services

THIS AGREEMENT is entered into _____ (date) between the VILLAGE OF YELLOW SPRINGS, OHIO, an Ohio municipal corporation, ("Village") 100 Dayton St., Yellow Springs, Ohio, and Encompass Engineers and Architects, Inc., Consulting Engineer, of 407 West Main Cross St., Findlay, OH 45850 ("Engineer")

Whereas, Engineer maintains professional licensure pursuant to the standards of the State of Ohio Board of Engineers and Surveyors (License No. _____), and Village desires to avail itself of Engineer's expertise and experience to the extent applicable to:

- Perform a ten-year study that evaluates the electric distribution system for future load growth and/or maintains or increases reliability, identifying near term (5 years) and long term (more than 5 years) suggested projects.
- Perform a protective device coordination study and arc flash hazard assessment in accordance with industry accepted methods.

THEREFORE BOTH PARTIES MUTUALLY AGREE to the following terms and conditions:

1. Engineer shall consult with the appropriate Village Public Works personnel and Village Manager, and make professional recommendations as necessary on an as-needed basis.
2. Engineer agrees to in-person or remote availability through telephonic or digital means to confer with Village staff and make as many reports as may be necessary upon reasonable notice.
3. Village shall pay Engineer upon submission of monthly invoices in an amount not to exceed a total of Seventy-Six Thousand Dollars (\$76,000.00). Village may reimburse expenses for mileage and materials necessary for the completion of Engineer's services but all such reimbursements must be documented by receipts submitted with invoices. If Engineer is discharged at any time for unsatisfactory performance of services, the Village may require repayment of any compensation deemed unearned.
4. No employment relationship is created or implied other than that of an independent contractor for service, however Engineer agrees to, during performance of this

Agreement, uphold the Constitution of the United States, the Constitution and laws of the State of Ohio, the Charter and all relevant Ordinances of the Village.

5. This Agreement is binding upon and inures to the benefit of any successors of the Engineer if Engineer is unable to complete the professional services, and this Agreement is binding upon the Village regardless of changes in the Village Council membership or Village Manager position.
6. This Agreement constitutes the entire Agreement between the parties, superseding all prior arrangements and agreements, and may be modified, amended or waived only by a written instrument signed by all of the parties.
7. This Agreement shall be construed in accordance with Ohio law in courts of competent jurisdiction, with venue in Greene County, Ohio. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

The Village has caused this Agreement to be executed on its behalf by the Village Manager, and an authorized representative of Engineer has executed this Agreement, as set forth below.

VILLAGE OF YELLOW SPRINGS

By: _____

Date: _____

Josue Salmeron, Village Manager

Approved as to form: Breanne Parcels, Village Solicitor

ENGINEER

For Encompass Engineers and Architects Inc.

By:

Date: _____

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Date: _____

Josue Salmeron, Village Manager

Approved as to form: Breanne Parcels, Village Solicitor

ENGINEER

For Encompass Engineers and Architects Inc.

By:

Date: _____