

**VILLAGE OF YELLOW SPRINGS
RESOLUTION 2025-30**

**AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A PLANNING
LOAN FROM THE OHIO EPA AND, IF RECEIVED, TO ENGAGE WESSLER
ENGINEERING, INC. TO CONDUCT A WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING REPORT**

WHEREAS, the Water Reclamation system is currently operating at between 60% and 70% of capacity, and 80% is the OEPA design capacity threshold, at which point a capacity study is mandated; and,

WHEREAS, the Ohio EPA has made available loans (Ohio EPA Planning Loans) to qualifying municipalities to enable those municipalities to conduct thorough infrastructure assessments, and it is the intention of the Village of Yellow Springs to obtain such a loan for the purpose of engaging Wessler Engineering to conduct a Wastewater Treatment Plant Preliminary Engineering Report; and,

WHEREAS, Wessler Engineering has been recommended by Choice One as a reputable and trusted engineering firm specializing in capacity assessment for wastewater facilities; and,

WHEREAS, competitive bidding is not required for professional services of this nature per Section 206.01(f)(4) of the Village Codified Ordinances; and,

WHEREAS, while there is no immediate need for upgrade or expansion of the current facility, Wessler's evaluation will assess both the WWTP and the Bryan Lift Station and Force Main to identify potential repair and/or replacement options, and such findings will be compiled in a General Plan, which can be used to support funding applications; and,

WHEREAS, Council for the Village of Yellow Springs acknowledges that professional assessment of critical infrastructure is a best practice in utility management and wishes to support the diligent and proactive recommendation of the Wastewater Treatment Plant Supervisor and Village Manager,

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

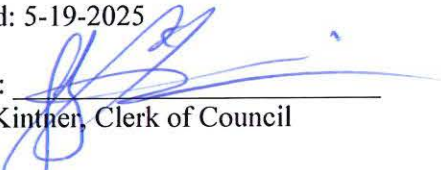
Section 1: Council hereby authorizes the Village Manager to apply for a Planning Loan from the Ohio EPA in the amount of \$59,000.00, and, if the loan is approved, the Village Manager is authorized to enter into an agreement with Wessler Engineering, Inc. to perform a Preliminary Engineering Report as attached as Exhibit A.



Signed: Kevin Stokes, President of Council

Passed: 5-19-2025

Attest:


Judy Kintner, Clerk of Council

ROLL CALL:

Stokes__Y

DeVore Leonard_Y__
Brown_Y__

Housh_Y__

Gustafson_ABSENT__



More than a Project™

October 30, 2024

Mr. Johnnie Burns, Village Manager
Village of Yellow Springs, Ohio
100 Dayton Street
Yellow Springs, Ohio 45387

Re: Proposal for Professional Services
Wastewater System Improvements

Dear Mr. Burns:

We are pleased to present this Proposal to Village of Yellow Springs (hereinafter referred to as OWNER) to provide Professional Services in conjunction with wastewater system improvements and the preparation of a Preliminary Engineering Report (PER).

I. PROJECT DESCRIPTION

The work shall generally consist of the evaluation of the Bryan Lift Station (LS) and force main, and the Wastewater Treatment Plant (WWTP), for the purposes of preparing a Preliminary Engineering Report (PER, also referred to as a General Plan) that is conformance with the Ohio Environmental Protection Agency (OEPA) guidance document for Water Pollution Control Loan Fund (WPCLF) funding program. Herein referred to as the PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. Preliminary Engineering Report (PER)

1. After completing an on-site evaluation of the WWTP, and Bryan LS and force main, summarize the results of the investigations, engineering evaluations, recommendations, schedule, and cost estimates in a Preliminary Engineering Report (PER). The PER will be prepared in format as directed by OEPA.
2. The PER will include the following:
 - a. General characteristics of the wastewater and collection service areas including location and background information, population trends, and projections of future needs for a 20-year planning period.

- b. Description of current WWTP and Bryan LS and force main gathered from previous reports/studies and from field investigations and calculations made during the evaluation phase, including:
 - 1) the physical condition of facilities,
 - 2) existing capacities of the system components,
 - 3) identification of known drainage and flooding issues within the service areas,
 - 4) demands placed on the facilities (both existing and future needs),
 - 5) health and safety concerns,
 - 6) operation and maintenance issues, and
 - 7) corresponding deficiencies in the system documenting the need for improvements and rehabilitation.
- c. Development an evaluation of feasible capital improvement alternatives to address the identified needs. Include for each feasible alternative:
 - 1) A description of the proposed improvements and facilities,
 - a. Alternatives shall be limited to three (3) options for both the Bryan LS and the WWTP.
 - b. A regionalization evaluation shall be completed per OEPA-WPCLF requirements.
 - 2) design criteria,
 - 3) land and easement requirements,
 - 4) conceptual layout,
 - 5) probable construction and non-construction costs, including net present value analysis (where applicable), and
 - 6) advantages and disadvantages.
- 3. After reviewing identified problems and evaluation of alternatives with OWNER, and addressing OWNER's comments, prepare conclusions and recommendation of improvements to the system.
- 4. Incorporate the findings into a PER that will include the following:
 - a. Description of recommended improvements prioritized based upon OWNER input, as well as constructability factors such as bypass flow management requirements, potential for supplementary roadway and drainage improvements, and impacts of the method of construction, including open cut versus trenchless methods of installation; evaluation of project routes to minimize cost and environmental impacts; and an evaluation of the environmental impacts of the alternatives.
 - b. Evaluation of the environmental impacts of the recommended improvements, including historic preservation, wetlands and 100-year floodplain maps, and construction concerns. The Environmental chapter will follow the Division of Financial Assistance (DEFA) guidelines.
 - c. Identification of potential regulatory and permitting requirements.

- d. Conceptual layouts and preliminary cost estimates of the recommended improvements. Preliminary cost estimates will include construction, land and right-of-way acquisition, legal counsel, engineering, financial consultant, contingencies, and other costs associated with the proposed improvements.
 - e. Prioritized list and implementation schedule for short-term and long-term recommended improvements.
 - f. Supporting documentation including exhibits, tables, maps, photos, records, etc.
 - g. Identification of capital project financing options (e.g. OEPA, CDBG, WPCLF, Rural Development, OPWC).
- 5. Submit two (2) bound hard copies and one (1) PDF copy of the Draft PER to OWNER and meet with the OWNER to review and gather comments and recommendations.
 - 6. Incorporate OWNER's review comments into a Final PER and submit to the OWNER for final approval.
 - 7. Upon OWNER's approval of the Final PER, submit one (1) digital (PDF) and two (2) bound copies of the Final PER to OWNER and attend one (1) public hearing to present the PER.
 - 8. After submittal of the Final PER is submitted to the funding agencies for review and approval, address review comments required to obtain an approved report.
 - 9. Funding Agency Coordination
 - a. Assist with completing and submitting funding nominations.
 - b. Attend the funding agency project planning meeting with OWNER.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Other services requested by OWNER and performed or furnished by ENGINEER not otherwise provided for in this Agreement.
- B. Funding agency coordination for the purposes of nominating and/or applying for project specific funding.
- C. Assistance with Environmental Assessments, archeological reconnaissance, and environmental reviews to be performed by others, and in resolving any Hazardous Environmental finding in compliance with current Laws and Regulations.
- D. Design Phase, Bid Phase, Construction Administration, Resident Project Representative and Post-Construction services.



IV. OWNER'S RESPONSIBILITIES

OWNER's responsibilities are contained in Attachment No. 1, Standard Terms and Conditions. Additionally, OWNER's responsibilities shall include:

- A. Testing, sampling, metering necessary to complete the PROJECT.

V. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II.A shall be on a lump sum fee basis in the amount of \$59,000.00 as follows. The total lump sum fee shall not be exceeded without prior written approval of the OWNER.

<u>Article II.A – Preliminary Engineering Report</u>	<u>\$59,000.00</u>
Total Lump Sum Fee:	\$59,000.00

- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

VI. SCHEDULE

- A. The draft Preliminary Engineering Report shall be completed within five (5) months from the date ENGINEER receives notice to proceed from OWNER. The final Preliminary Engineering Report shall be completed within one (1) month of receipt of OWNER's comments on the draft PER.

VII. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the



signature date. Please return one fully executed copy for our file and record.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 2024.

ENGINEER
WESSLER ENGINEERING, INC.



Ryan K. Brauen, P.E.
Vice President

OWNER
VILLAGE OF YELLOW SPRINGS, OHIO

Printed Name: _____

Printed Title: _____

Attest: 
Rebecca L. Scarbrough, P.E.
Senior Project Manager

Attest: _____

Printed Name: _____

Printed Title: _____

Date: October 30, 2024

Date: _____

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
Village of Yellow Springs
100 Dayton Street
Yellow Springs, OH 45387

LOCAL OFFICE:
3148 Broadway, Unit 307
Grove City, OH 43123

RKB/dmk Clients:/Yellow Springs_OH/Proposals/P10388/Yellow Springs WW Improvements

Attachments: No. 1 – Standard Terms and Conditions



ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. **Basic Agreement**
 - A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.
2. **Additional Services**
 - A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
 - B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.
3. **Payment Procedures**
 - A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
 - B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
4. **Design without Construction Phase Services**
 - A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.
5. **Termination**
 - A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.
6. **Owner's Responsibilities**
 - A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.
 - B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.
 - C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.
 - D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.
 - E. Provide legal, accounting and insurance counseling services as necessary for the Project.
 - F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.
 - G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.
 - H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.
7. **Dispute Resolution**
 - A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.
 - B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Ohio.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.