

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**AUGUST 3, 2017**  
**6:30 P.M.**

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins  
James Boerio  
Sue Johnson

Bill Madison  
Steve Riley  
George Teasdale

3. Guests:

4. Floor open to the public:

5. New Business:                      Emergency Ordinance 2017-09 Residential Rates for  
Solid Waste Removal Effective September 1, 2017

Emergency Resolution 2017-44 Agreement with Choice  
One Engineering Services for Construction of Grants  
Frederick, Section 2A

Emergency Resolution 2017-45 Agreement with Choice  
One Engineering Services for Construction of Wynstead,  
Section 4A

Authorization of Invoices

Motion requesting CVT funds from County and  
awarding project to John R. Rugensen Co.

6. Old Business:                      Second Reading Resolution 2017-42 Approving 2018  
Solid Waste Management Plan

Second Reading Resolution 2017-43 Authorizing  
Maintenance Agreement with Buckeye Power Sales for  
Lift Station Generator Servicing

Third Reading Resolution 2017-38 Establishing  
Compensation for the Assistant Superintendent Position  
in Public Works Department

7. Executive Session

8. Communications and reports from Village Officials and Committees

- a. Mayor
- b. Fiscal Officer
- c. Solicitor
- d. Administrator
- e. Sgt.
- f. Council Members

9. Adjournment



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Nicole Armstrong, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** August 1, 2017  
**Subject:** Garbage Rate Ordinance

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The attached ordinance is required to set the trash collection rates for the Village. Rumpke's rate increases on September 1st. The current rate is \$15.90. The new rate of \$16.41 will cover our Rumpke costs and the Village's cost in the utility department.

Let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO**  
**ORDINANCE NO. 2017- 09**

**AN ORDINANCE FIXING RESIDENTIAL RATES FOR SOLID WASTE  
REMOVAL EFFECTIVE SEPTEMBER 1, 2017 AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the Village Council adopted Ordinance No. 2016-08 fixing the residential rates for solid waste removal in the Village; and

**WHEREAS**, in 2013, the Village entered into a contract with Rumpke of Ohio, Inc. to provide solid waste and recycling services within the Village for a five (5) year period commencing in September 1, 2013; and

**WHEREAS**, said contract provided for annual increases effective September 1 of each year; and

**WHEREAS**, it is necessary to adjust the solid waste removal rate for Village residents to cover these increased costs; and

**WHEREAS**, immediate action is required to amend the current residential rates for solid waste removal in order to preserve the public peace, health, safety and general welfare of the Village; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That Village Ordinance No. 2016-08 is hereby amended in its entirety, thereby repealing and replacing all ordinances or parts thereof inconsistent herewith, as follows:

Effective September 1, 2017 through August 31, 2018, the rates for solid waste removal services for residential customers per month shall be SIXTEEN DOLLARS AND FORTY ONE CENTS (\$16.41).

**Section 2.** Developers of new residential or commercial property who are in the process of developing such properties are exempted from paying for solid waste removal services. Solid waste removal will only be billed once the resident or tenant has moved into the completed structure and their solid waste removal services begin.

**Section 3.** That the Council is acting in its legislative capacity in approving this Ordinance.

**Section 4.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 5.** That, in order to ensure that there are sufficient funds available to cover the cost of meeting the Village's contract for solid waste removal services, this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Revised Code 731.30 for the immediate preservation of the public peace, health, safety and general welfare and this Ordinance shall be in full force and effective immediately upon its passage.

**Section 6.** That it is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were conducted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Approved this 3<sup>rd</sup> day of August, 2017.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:    /   /   (if applicable)	Effective Date –    /   /
Vote - ____ Yeas ____ Nays	
First Reading –    /   /   -	Effective Date –    /   /
Second Reading –    /   /	
Third Reading –    /   /	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:



PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-44**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR  
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES  
FOR THE CONSTRUCTION PHASE OF GRANTS FREDERICK SECTION 2A  
SUBDIVISION, AND DECLARING AN EMERGENCY**

**WHEREAS**, Choice One Engineering provided plan review services for the Village for the Grants Frederick Section 2A residential development; and,

**WHEREAS**, the developer is in the process of completing the requirements to begin the installation of utilities and public improvements; and,

**WHEREAS**, the Village desires to have onsite construction inspection services for developments to ensure all work meets the approved plans and specifications; and,

**WHEREAS**, immediate action is required to assure construction inspection can be completed in a timely manner, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services for required inspection services for the construction phase of Grants Frederick Section 2A Subdivision for a not to exceed amount of \$8,800.00.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this \_\_\_\_\_ day of August, 2017.

Attest: \_\_\_\_\_

Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)

Effective Date – / /2017

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

First Reading – / /2017

Effective Date – / /2017

Second Reading – / /2017

Third Reading– / /2017

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

## **MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and Choice One Engineering, organized under the laws of the State of Ohio as a Corporation, whose address is 203 W. Loveland Ave., Loveland, Ohio 45140 ("Consultant").

The Village and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of professional consulting services by Consultant and the payment for those services by the Village, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to construction observation for the Grants Frederick Section 2A development, all in accordance with the scope of work described in Exhibit 1 herein.

### **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

### **SECTION 3 – THE VILLAGE’S RESPONSIBILITIES**

The Village shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist Consultant by providing all available information pertinent to the Basic Services in the possession of the Village including any previous reports and any other data relative to the Project.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.

- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance counselor and other Consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the Village and Consultant may require or Consultant may reasonably request with regards to legal issues pertaining to the Basic Services.
- 3.8. Designate in writing the person or persons to act as the Village's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant to provide, upon approval of the Village, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required. (Intentionally Omitted)
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services and Expenses of CONSULTANT**

- 5.1.1. For Basic Services. The Village shall pay Consultant for Basic Services rendered under Section 1 as follows:

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$8,800.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

- 5.1.2. For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

### **5.2 Times of Payments.**

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the Village Council's regularly scheduled Council Meeting on the 3<sup>rd</sup> Thursday of each month.

### **5.3 Other Provisions Concerning Payments.**

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

### **5.4 Definitions**

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

### **6.2 Reuse of Documents.**

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

### **6.4 Successors and Assigns.**

- 6.4.1. The Village and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the Village nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

## **6.5 Modification or Amendment**

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

## **6.6 Construction**

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

## **6.7 Waiver**

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

## **6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

## **6.9 Parties**

Whenever the terms "the Village" and "Consultant" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and the Consultant.

## **6.10 Headings**

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

## **6.11 Notices**

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The Village of South Lebanon, Ohio  
Attn. Village Administrator  
99 S. High Street  
South Lebanon, OH 45065

Consultant: Choice One Engineering  
Attn. Nicolas J. Selhorst, P.E.  
Address: 203 W. Loveland Ave.  
Address: Loveland, Ohio 45140



## 6.12 Insurance

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

(d) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

(f) The Consultant shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village, and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for Consultant;

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions, if any:**

7.1.1 None

**7.2. The following Exhibits are attached to and made a part of this Agreement:**

Exhibit "1"

## **SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

## **SECTION 9 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

## **SECTION 10 – INDEMNIFICATION**

Consultant will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

**[the remainder of this page is blank]**

**SECTION 11 – EXECUTION**

**CONSULTANT:**

**IN EXECUTION WHEREOF**, Choice One Engineering, the Consultant herein, has caused this Agreement to be executed on the date stated below by \_\_\_\_\_ whose title is \_\_\_\_\_, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VILLAGE:**

**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2017 - \_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
VILLAGE OF SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Date**

July 17, 2017

**Attention**

Jerry Haddix  
Village Administrator  
jhaddix@southlebanonohio.org

**Address**

99 S. High Street  
South Lebanon, OH 45065

**Subject**

Agreement for Professional Services  
Grants Frederick 2a Subdivision Construction Observation and Administration  
Village of South Lebanon, Warren County, Ohio  
WAR-SLE-1707

## Dear Mr. Haddix:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Grants Frederick 2a Construction Observation and Administration project.

This Agreement is by and between the Village of South Lebanon, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of three pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

**Village of South Lebanon**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Choice One Engineering Corporation**

  
\_\_\_\_\_  
Nicholas J. Selhorst, P.E., Project Manager

7/17/17  
\_\_\_\_\_  
Date

**West Central Ohio**  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

**S. Ohio/N. Kentucky**  
203 W. Loveland Ave.  
Loveland, OH 45140  
513.239.8554 Phone

**Eastern Indiana**  
607 N. Meridian St.  
Portland, IN 47371  
260.766.2500 Phone



# Scope of Services

## Project Snapshot

Choice One intends to provide construction observation and administration services for the soon to be built Section 2a of Grants Frederick (see attached plat)

## Project Details

- Grants Frederick 2a (a 17 lot subdivision), is about to be built in the Village of South Lebanon.
- This project includes fine grading, storm, sanitary, water main, and other utility work, in addition to concrete and paving work. Water main installation will be observed and inspected by Warren County Water & Sewer.
- Choice One's attached hourly rates will be utilized for this project. Should the initial budget be exceeded because the work takes longer than anticipated, Choice One will notify the Village.
- Choice One will perform construction observation services approximately 3 hours a day for seven weeks, but no schedule has been given to Choice One as to the exact length the developer's contractor will be working.
- Construction is planned for Summer and Fall 2017.
- Choice One will review the final plat for compliance with Village subdivision regulations.
- A punch list walkthrough with the contractor, developer, Choice One, and Village is included in the scope of this agreement.

## Project Services

### 1. Construction Observation and Administration

- a. Part time field construction observation including:
  - i. View Contractor's work to ensure it conforms to the construction plans and specifications. Construction Observation will be performed approximately three hours a day for seven weeks.
  - ii. Maintain orderly files for correspondence, daily reports, and work change directives.
  - iii. Negotiate all design changes in the field with the Contractor and Village.
  - iv. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
  - v. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.

## Additional Services

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

1. Record Drawings

## Client Responsibilities

- Provide property and/or right-of-way information, if available.
- Provide timely decisions to keep work on schedule.

# Compensation & Schedule

## Compensation

Hourly Not to Exceed Fee Schedule	
Construction Observation and Administration	\$8,800.00
<hr/>	
<b>Total</b>	<b>\$8,800.00</b>
<hr/>	

## Schedule

Choice One will be ready for the construction observation as soon as a signed agreement is returned and developer's contractor begins work.





# 2017 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
<b>Professional Engineer</b>	\$130
<b>Professional Surveyor</b>	\$105
<b>Designer</b>	\$90
<b>Field Surveyor</b>	\$95
<b>Administrative</b>	\$55
<b>Resident Project Representative</b>	\$80

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.



**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

3/26/2015

**Services** Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

**Additional Services** The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

**Project Requirements** The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

**Compensation** In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

**Payment Terms** Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or

portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

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**Consequential Damages** Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

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- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

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**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

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**Termination** The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

**Time Bar To Legal Action** All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.



**Date**

July 17, 2017

**Attention**

Jerry Haddix  
Village Administrator  
jhaddix@southlebanonohio.org

**Address**

99 S. High Street  
South Lebanon, OH 45065

**Subject**

Agreement for Professional Services  
Wynstead Section 4a Subdivision Construction Observation and Administration  
Village of South Lebanon, Warren County, Ohio  
WAR-SLE-1706

## Dear Mr. Haddix:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Wynstead Section 4a Construction Observation and Administration project.

This Agreement is by and between the Village of South Lebanon, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of three pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

**Village of South Lebanon**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Choice One Engineering Corporation**

  
\_\_\_\_\_  
Nicholas J. Selhorst, P.E., Project Manager

7/17/17  
\_\_\_\_\_  
Date

**West Central Ohio**  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

**S. Ohio/N. Kentucky**  
203 W. Loveland Ave.  
Loveland, OH 45140  
513.239.8554 Phone

**Eastern Indiana**  
607 N. Meridian St.  
Portland, IN 47371  
260.766.2500 Phone



# Scope of Services

## Project Snapshot

Choice One intends to provide construction observation and administration services for the soon to be built Section 4a of Wynstead (see attached plat)

## Project Details

- Wynstead Section 4a (a 25 lot subdivision), is about to be built in the Village of South Lebanon.
- This project includes fine grading, storm, sanitary, water main, and other utility work, in addition to concrete and paving work. Water main installation will be observed and inspected by Warren County Water & Sewer.
- Choice One's attached hourly rates will be utilized for this project. Should the initial budget be exceeded because the work takes longer than anticipated, Choice One will notify the Village.
- Choice One will perform construction observation services approximately 3 hours a day for seven weeks, but no schedule has been given to Choice One as to the exact length the developer's contractor will be working.
- Construction is planned for Summer and Fall 2017.
- Choice One will review the final plat for compliance with Village subdivision regulations.
- A punch list walkthrough with the contractor, developer, Choice One, and Village is included in the scope of this agreement.

## Project Services

### 1. Construction Observation and Administration

- a. Part time field construction observation including:
  - i. View Contractor's work to ensure it conforms to the construction plans and specifications. Construction Observation will be performed approximately three hours a day for seven weeks.
  - ii. Maintain orderly files for correspondence, daily reports, and work change directives.
  - iii. Negotiate all design changes in the field with the Contractor and Village.
  - iv. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
  - v. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.

## Additional Services

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

1. Record Drawings

## Client Responsibilities

- Provide property and/or right-of-way information, if available.
- Provide timely decisions to keep work on schedule.

# Compensation & Schedule

## Compensation

Hourly Not to Exceed Fee Schedule	
Construction Observation and Administration	\$8,800.00
<hr/>	
<b>Total</b>	<b>\$8,800.00</b>
<hr/>	

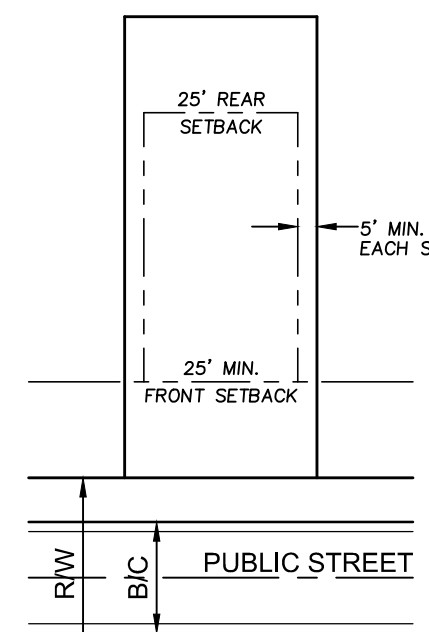
## Schedule

Choice One will be ready for the construction observation as soon as a signed agreement is returned and developer's contractor begins work.

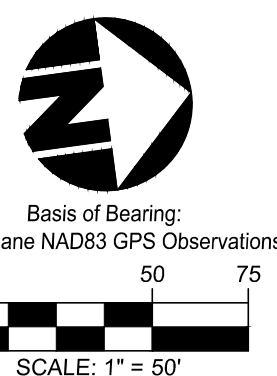


CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	6°01'13"	470.00'	49.38'	S57°07'40"E 49.36'
C-2	79°34'11"	25.00'	34.72'	N14°19'58"W 32.00'
C-3	7°24'26"	525.00'	67.87'	N20°34'51"E 67.82'

LINE TABLE		
Line	Direction	Distance
L-1	N35°52'57"E	60.00
L-2	N24°52'05"E	10.70
L-3	S17°20'44"W	51.35
L-4	N13°56'40"E	50.73
L-5	S04°29'47"W	50.00
L-6	S08°00'21"W	50.11
L-7	S29°10'09"W	33.88
L-8	S48°31'10"W	40.06
L-9	S62°51'23"W	46.25
L-10	S62°59'12"W	9.50
L-11	S27°00'48"E	49.44



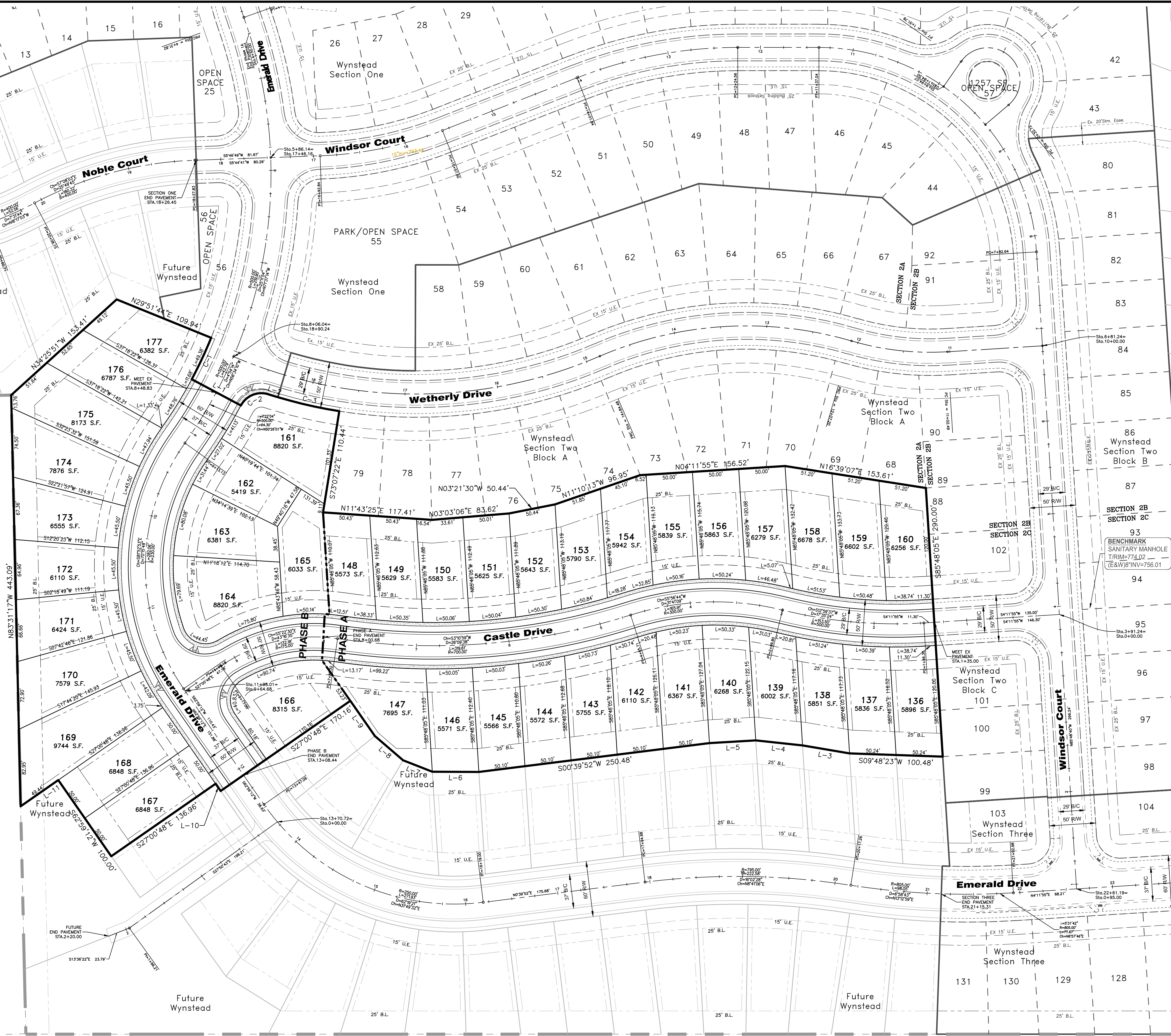
**50' WIDE LOTS**  
NOT TO SCALE  
5000 S.F. MIN.



## **SECTION FOUR**

### **LOT SUMMARY**

PHASE A	25 LOTS
PHASE B	17 LOTS
<hr/> TOTAL	<hr/> 42 LOTS



Drawn	Chk	Date	Revision Description	Item
Drawn				
Drawn				
Chk				
Issu				
She				

[illegible]

WYNS LEAD  
SECTION FOUR, PHASES A & B  
MILITARY SURVEY No. 1546  
VILLAGE OF SOUTH LEBANON  
WARREN COUNTY, OHIO

## STAKING PLAN



6900 Tylersville Road, Suite A  
Mason, OH 45040 - 513.336.6600

Drawing:	04M027-004 CD
Drawn by:	GJK
Checked By:	AJW
Issue Date:	02-06-17

# 3.0



# 2017 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
<b>Professional Engineer</b>	\$130
<b>Professional Surveyor</b>	\$105
<b>Designer</b>	\$90
<b>Field Surveyor</b>	\$95
<b>Administrative</b>	\$55
<b>Resident Project Representative</b>	\$80

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.



**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

3/26/2015

**Services** Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

**Additional Services** The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

**Project Requirements** The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

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**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-45**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR  
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES  
FOR THE CONSTRUCTION PHASE OF WYNSTEAD SECTION 4A SUBDIVISION,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, Choice One Engineering provided plan review services for the Village for the Wynstead Section 4A residential development; and,

**WHEREAS**, the developer is in the process of completing the requirements to begin the installation of utilities and public improvements; and,

**WHEREAS**, the Village desires to have onsite construction inspection services for developments to ensure all work meets the approved plans and specifications; and,

**WHEREAS**, immediate action is required to assure construction inspection can be completed in a timely manner, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services for required inspection services for the construction phase of Wynstead Section 4A Subdivision for a not to exceed amount of \$8,800.00.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this \_\_\_\_\_ day of August, 2017.

Attest: \_\_\_\_\_

Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)

Effective Date – / /2017

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

First Reading – / /2017

Effective Date – / /2017

Second Reading – / /2017

Third Reading– / /2017

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-45**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR  
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES  
FOR THE CONSTRUCTION PHASE OF WYNSTEAD SECTION 4A SUBDIVISION,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, Choice One Engineering provided plan review services for the Village for the Wynstead Section 4A residential development; and,

**WHEREAS**, the developer is in the process of completing the requirements to begin the installation of utilities and public improvements; and,

**WHEREAS**, the Village desires to have onsite construction inspection services for developments to ensure all work meets the approved plans and specifications; and,

**WHEREAS**, immediate action is required to assure construction inspection can be completed in a timely manner, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services for required inspection services for the construction phase of Wynstead Section 4A Subdivision for a not to exceed amount of \$8,800.00.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this \_\_\_\_\_ day of August, 2017.

Attest: \_\_\_\_\_

Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)

Effective Date – / /2017

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

First Reading – / /2017

Effective Date – / /2017

Second Reading – / /2017

Third Reading– / /2017

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2017

## **MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and Choice One Engineering, organized under the laws of the State of Ohio as a Corporation, whose address is 203 W. Loveland Ave., Loveland, Ohio 45140 ("Consultant").

The Village and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of professional consulting services by Consultant and the payment for those services by the Village, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to construction observation for the Wynstead Section 4A development, all in accordance with the scope of work described in Exhibit 1 herein.

### **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

### **SECTION 3 – THE VILLAGE’S RESPONSIBILITIES**

The Village shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist Consultant by providing all available information pertinent to the Basic Services in the possession of the Village including any previous reports and any other data relative to the Project.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.



- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance counselor and other Consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the Village and Consultant may require or Consultant may reasonably request with regards to legal issues pertaining to the Basic Services.
- 3.8. Designate in writing the person or persons to act as the Village's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant to provide, upon approval of the Village, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required. (Intentionally Omitted)
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services and Expenses of CONSULTANT**

- 5.1.1. For Basic Services. The Village shall pay Consultant for Basic Services rendered under Section 1 as follows:

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$8,800.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

- 5.1.2. For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

### **5.2 Times of Payments.**

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the Village Council's regularly scheduled Council Meeting on the 3<sup>rd</sup> Thursday of each month.

### **5.3 Other Provisions Concerning Payments.**

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

### **5.4 Definitions**

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

### **6.2 Reuse of Documents.**

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

### **6.4 Successors and Assigns.**

- 6.4.1. The Village and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the Village nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

## **6.5 Modification or Amendment**

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

## **6.6 Construction**

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

## **6.7 Waiver**

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

## **6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

## **6.9 Parties**

Whenever the terms "the Village" and "Consultant" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and the Consultant.

## **6.10 Headings**

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

## **6.11 Notices**

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The Village of South Lebanon, Ohio  
Attn. Village Administrator  
99 S. High Street  
South Lebanon, OH 45065

Consultant: Choice One Engineering  
Attn. Nicolas J. Selhorst, P.E.  
Address: 203 W. Loveland Ave.  
Address: Loveland, Ohio 45140

## 6.12 Insurance

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

(d) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

(f) The Consultant shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village, and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for Consultant;

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions, if any:**

7.1.1 None

**7.2. The following Exhibits are attached to and made a part of this Agreement:**

Exhibit "1"

## **SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

## **SECTION 9 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

## **SECTION 10 – INDEMNIFICATION**

Consultant will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

**[the remainder of this page is blank]**

**SECTION 11 – EXECUTION**

**CONSULTANT:**

**IN EXECUTION WHEREOF**, Choice One Engineering, the Consultant herein, has caused this Agreement to be executed on the date stated below by \_\_\_\_\_ whose title is \_\_\_\_\_, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VILLAGE:**

**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2017 - \_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
VILLAGE OF SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_\_

INVOICES FOR COUNCIL TO APPROVE  
AUGUST 3, 2017

RUMPKE	WASTE DISPOSAL CONTRACT	\$24,606.79
CITY OF LEBANAN	SEWER CONTRACT/APRIL	\$17,512.17
ERNST CONCRETE	CONCRETE - STONEBROOK	\$1,330.00
SOUTH LEBANON UTILITIES	DEPOSITS TOWARD FINAL BILLS	\$1,221.03
TAULBEE TREE	TREE REMOVAL - LEBANON RD	\$1,200.00
WARREN COUNTY GARAGE	CRUISER MAINTENANCE	\$1,114.41
BUCHANAN POWER EQUIP	POLE SAW REPAIR/CONCRETE SAW BLADE	\$501.35
JERRY HADDIX	TRAVEL/CELL PHONE	\$300.00
CLEARCREEK TAX ACCOUNTING	QUARTERLY PAYROLL TAXES	\$300.00
OFFICE DEPOT	OFFICE SUPPLIES	\$240.49
RUMPKE	JULY 4TH PORT-O-LET RENTAL	\$228.46
UTILITY DEPOSIT REFUNDS	5 REFUND DEPOSITS	\$219.30
JANELL INC	CONCRETE CURE - STONEBROOK	\$201.87
VERIZON WIRELESS	CELL PHONES/5	\$187.04
PACE ANALYTICAL SOLUTIONS	WATER TESTING	\$164.81
CHILDRESS & CUNNINGHAM	ARCHITECT/SCHOOL RENOVATION	\$155.25
ZIP GRAPHICS	ENVELOPES/TAX DETP	\$112.00
JOHN DEERE FINANCIAL	WEED KILLER/CHAIN HOOK-ZOAR RD	\$76.96
FRIENDS OF LITTLE MIAMI ST PK	1/2 PORT-O-LET/BIKE TRAIL	\$55.58
MUNICIPAL FINANCE OFFICERS ASSOC	MEMBERSHIP FEE JULY '17 - JUNE '18	\$50.00
ELEGANT AUTO WASH	AUTO WASH/CRUISERS	\$48.00
MAYOR'S ASSOC OF OHIO	MEMBERSHIP FEE JULY '17 - JUNE '18	\$40.00
TIME WARNER CABLE	WEBSITE HOSTING	\$25.00
WC TELECOMMUNICATIONS	ANTENNA ADAPTER REPLACE/SHERIFF DEPT	\$10.00
	<b>TOTALS</b>	<b>\$49,900.51</b>





Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
www.southlebanonohio.org

## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Nicole Armstrong, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** August 2, 2017  
**Subject:** Stonebrook Way Paving - UPDATED

---

Previously, I have solicited proposals from various paving contractors to repair, repave and re-stripe Stonebrook Way from State Route 48 to Station Drive. The proposals came in as follows:

John R. Jurgensen	\$33,947.40
J.K. Meurer Corp.	\$38,204.00
Barrett Paving Materials, Inc.	\$44,692.50

After the discussion at the June 15<sup>th</sup> Council meeting re: the condition of Stone Brook Way and the recommendation to address Stoney Path Court, the following revisions have been made to the proposed project:

- 1) ODOT's paving along State Route 48 was roughly 32 feet short of where we anticipated their paving to extend to. This will add about 256 s.y. to the project. They did replace the stop bar along SR48 though.;
- 2) Approximately 375 feet along Stonebrook Way was deleted from Station Drive to the just before the divided road;
- 3) Approximately 525 feet of Stoney Path Court was added. This would include milling, repaving and any needed base repair.

**Therefore, I am requesting a motion to request CVT funds from the County and approve awarding the project to John R. Jurgensen Co. in the amount of \$39,183.60.**

Let me know if you have any questions or need additional information.

VILLAGE OF SOUTH LEBANON  
STONEBROOK WAY PAVING PROJECT  
PROPOSAL SHEET

8/2/17

June 6, 2017

UPDATED  
QUANTITIES

REF. NO.	ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
1	254	BUTT JOINT	EACH	2	350 <sup>00</sup>	700 <sup>00</sup>
2	254	PAVEMENT MILLING +/- 1.5"	S.Y.	2,424	260 <sup>00</sup>	630,240 <sup>00</sup>
3	441	ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, (448), PG64-22 - 2"	TON	269	77 <sup>00</sup>	20,713 <sup>00</sup>
4	253	PAVEMENT REPAIR (10" 301 Asphalt & Subgrade Compaction)(as directed)	SY	50	93 <sup>00</sup>	4,650 <sup>00</sup>
5	644	STOP BAR STRIPING	LF	31	22 <sup>00</sup>	682 <sup>00</sup>
6	644	DIVIDING LINE	LF	50	12 <sup>00</sup>	600 <sup>00</sup>
7	644	TURN ARROWS	EACH	2	150 <sup>00</sup>	300 <sup>00</sup>
PROPOSAL TOTAL						\$ 33,947 <sup>40</sup>

TOTAL \$39,183.60

PROPOSER INFORMATION:

Name: John R. Jagersen  
Address: 11641 Washington Rd.  
City, State, Zip: Cincinnati, OH 45241  
Phone: 513-771-0820  
Fax: 513-326-6770  
Contact: Doug Jagersen  
Contact Phone: 513-326-6780  
Contact Email: Doug.Jagersen@JRSnet.com

Signed: [Signature]

Date: 6/13/17



## Stone Brook Way Paving





















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- 1" = 100 ft



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# Warren County Legend

-  Interstate
-  US Route
-  State Route
-  Local Road
-  County Boundary
-  Auditors Tract Line
-  Civil Township Line
-  Corporate Line
-  Overpass Line
-  Parcel Line
-  ROW Unknown Width
-  Road ROW
-  School Line
-  Section Line
-  Subdivision Limit
-  Subdivision Lot Line
-  Township & Range
-  Tract Line
-  VMS Line
-  Vacated Road Line

0 50 100  
1" = 100 ft



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## Stoney Path Ct Paving



**AGENDA**  
**WORKSHOP MEETING OF VILLAGE COUNCIL**  
**AUGUST 3, 2017**  
**7:00 P.M.**

1. Mayor Smith calls the meeting to order.
2. Roll Call:

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
  - a. Mayor
  - b. Fiscal Officer
  - c. Solicitor
  - d. Administrator
  - e. Sgt.
  - f. Council Members
8. Adjournment