

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
APRIL 19, 2018 at 6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen
James Boerio
Linda Burke

Bryan Corcoran
Bill Madison
Rolin Spicer

3. Guests:

4. Floor open to the public:

5. New Business:

Emergency Resolution 2018-19 amendment to
Agreement with Choice One Engineering for the
Turtlecreek Road sanitary sewer ext. project

Emergency Resolution 2018-20 agreement for
consulting/inspection services Wynstead Section 5A

Emergency Resolution 2018-21 agreement for
consulting/inspection services Woodknoll Section 3

First Reading Resolution 2018-22 zoning map
Amendment for properties located at 5025 and 5067
Lebanon Road

Authorization of Invoices

Approval of March Financial Statements

Approval of Meeting Minutes:

Special Meeting – March 29, 2018

Regular Meeting – March 15, 2018

Regular Meeting – March 1, 2018

Workshop Meeting – March 1, 2018

6. Old Business:

Third Reading Resolution 2018-13 approving the
Dedication Plat for the Stone Lake Subdivision

Third Reading Resolution 2018-15 agreement with
Contract Sweepers street sweeping services in 2018

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

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: April 18, 2018

Subject: Turtlecreek Road Sewer Extension – Additional Design

Previously, the Council approved an agreement with Choice One Engineering to design a sanitary sewer connection from a manhole on the south side of Mason-Morrow-Millgrove Road (M-M-M) to stub out on the northeast corner of M-M-M & Turtlecreek Road. The immediate objective was to complete this section prior the 48/M-M-M Intersection Project reaching that point. After the design & permit-to-install (PTI) has been received from OEPA, it has been determined that, due to the volume of utility conflicts, open cutting M-M-M to install sewer is not a feasible option. Rather, drilling seems to be the best alternative.

The ultimate goal is to extend sanitary to Oeder property where Siteworx will be able to connect as part of their planned new headquarters construction. Therefore, Choice One has provided a proposal to design the sanitary sewer north to approximately 3974 Turtlecreek Road. This would include the preparation of easements required for the extension.

With this extension and the recent water agreement with the County, utilities will be available for a large portion of the area between SR48 and Turtlecreek Road.

If you have any questions, feel free to contact me.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-19**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE AMENDMENT #1 TO AGREEMENT WITH CHOICE ONE
ENGINEERING FOR THE TURTLECREEK ROAD SANITARY SEWER
EXTENSION PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND
DECLARING AN EMERGENCY**

WHEREAS, on September 7th, 2017, the Village Council passed Resolution No. 2017-46 and entered into an agreement with Choice One Engineering (“Engineer”) for the design and inspection of the Turtlecreek Road Sanitary Sewer Extension Project in the amount of \$7,740.00; and,

WHEREAS, the initial scope of the Project was to extend sanitary sewer across Mason-Morrow-Millgrove Road prior to construction in this area through the State Route 48/Mason-Morrow-Millgrove Road Intersection Project; and,

WHEREAS, it is recommended to design the sanitary sewer extension along Turtlecreek Road to allow for future development in the Village; and

WHEREAS, the Engineer has submitted a proposal for additional surveying, design and easement preparation which will result in a not to exceed cost of \$12,220.00 which is a net increase of \$4,480.00 from the original contract price; and,

WHEREAS, immediate action is required to approve said amendment to ensure the design for the Project is expedited to allow for construction this year 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, at least two-thirds of all members elected thereto concurring:

Section 1. Approve Amendment #1 with Choice One Engineering, a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute an Amendment on behalf of the Village.

Section 2. That the Council is acting in its administrative capacity in passing 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 passing 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 19th day of April, 2018.

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

Rules Suspended: / /2018 (if applicable)	Effective Date – / /2018
Vote - ____ Yeas ____ Nays	
First Reading – / /2018	Effective Date – / /2018
Second Reading – / /2018	
Third Reading– / /2018	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



Date

November 10, 2017

Attention

Jerry Haddix
jhaddix@southlebanonohio.org

Address

Village of South Lebanon
99 N. High Street
South Lebanon, OH 45065

Subject

Amendment to Agreement for Professional Services
Turtlecreek Road Sewer Extension
WAR-SLE-1711

Dear Mr. Haddix:

The Agreement referred to herein was executed on September 12, 2017 between the Village of South Lebanon, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

If you have any questions, please feel free to give us a call.

Village of South Lebanon

Authorized Signature

Date

Choice One Engineering Corporation



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

11/10/17

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

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Services

The Scope of Services will be expanded to include the following:

- The project will be extended up to approximately 3974 Turtle Creek Road.
- The construction supervision amount is not changing as the intent is to still only build the first section of sewer at this time (the part that the original agreement was for). If the entire sewer up to 3974 Turtle Creek Road is to be built now, the dollar amount of Construction Supervision would increase.

1. Topographic Survey

- a. Additional topographic survey and property line research along Turtle Creek Road up to approximately 3974 Turtle Creek Road.

2. Construction Plans

- a. Additional Plan and Profile sheets for gravity sanitary sewer on the east side of Turtlecreek Road up to approximately 3974 Turtle Creek Road.

Compensation & Schedule

Compensation

This amendment of \$4,480.00 to the original compensation schedule is for the additional services described within. The total Agreement compensation schedule will be amended from \$7,740.00 to \$12,220.00.

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey	\$1,200.00	\$0.00	\$1,510.00	\$2,710.00
Construction Plans	\$2,240.00	\$0.00	\$3,880.00	\$6,120.00
Construction Supervision	\$0.00	\$0.00	\$1,830.00	\$1,830.00
Easement Preparation	\$1,040.00	\$0.00	\$520.00	\$1,560.00
Total	\$4,480.00	\$0.00	\$7,740.00	\$12,220.00

Schedule

The above service will commence after receipt of the executed Agreement Amendment and Choice One will work with the Village to come up with deadlines.



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

From: Jerry Haddix, Village Administrator

Date: April 18, 2018

Subject: Choice One Engineering Agreements - Wynstead Sect. 5A & Woodknoll Sect. 3

Attached are agreements for inspection services for Wynstead Section 5A and Woodknoll Section 3 subdivision construction. Choice One has reviewed the plans for the development and would make sense for them to continue in the construction phase.

Let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-20**

**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 5A SUBDIVISION,
AND DECLARING AN EMERGENCY**

WHEREAS, Choice One Engineering provided plan review services for the Village for the Wynstead Section 5A 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 5A 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 April, 2018.

Attest: _____

Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)

Effective Date – / /2018

Vote - ____ Yeas

____ Nays

First Reading – / /2018

Effective Date – / /2018

Second Reading – / /2018

Third Reading– / /2018

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2018

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 5A 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 3rd 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. 2018 - ____.

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

April 6, 2018

Attention

Jerry Haddix
Village Administrator
jhaddix@southlebanonohio.org

Address

99 S. High Street
South Lebanon, OH 45065

Subject

Agreement for Professional Services
Wynstead Subdivision Section 5a Construction Observation and Administration
Village of South Lebanon, Warren County, Ohio
WAR-SLE-1802

Dear Mr. Haddix:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Wynstead Subdivision Section 5a 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

4/6/18
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

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

Choice One intends to provide construction observation and administration services for the soon to be built Section 5a of the Wynstead Subdivision (see attached plat)

Project Details

- Wynstead Section 5a (a 30 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. Rough grading and tree removal has already started. 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 Spring 2018.
- Choice One will attend the preconstruction meeting.
- 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
Total	\$8,800.00

Schedule

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

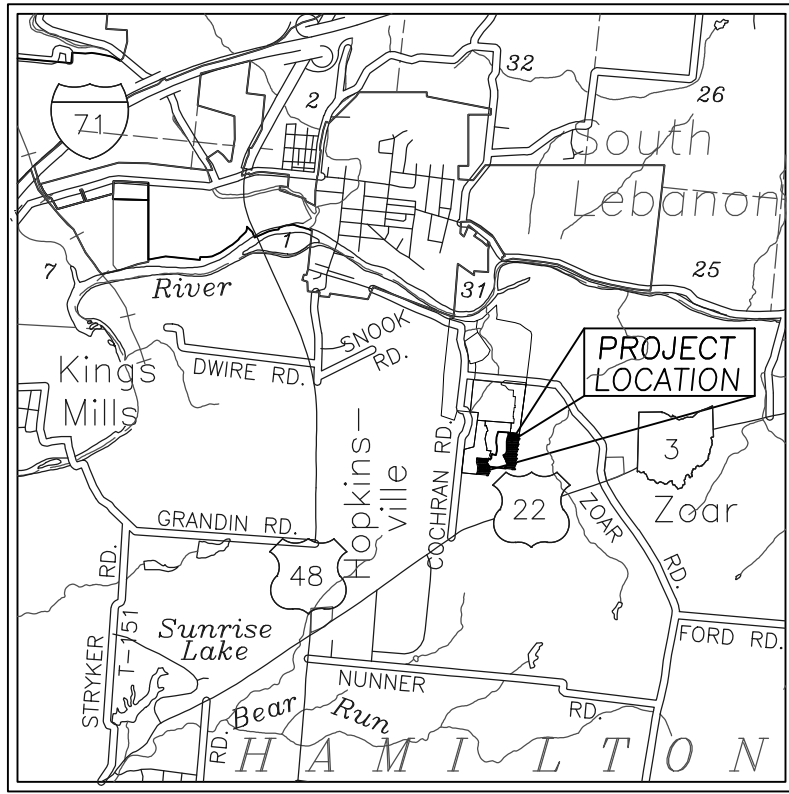
WYNSTEAD

SECTION FIVE, PHASES A & B

MILITARY SURVEY No. 1546

VILLAGE OF SOUTH LEBANON

WARREN COUNTY, OHIO

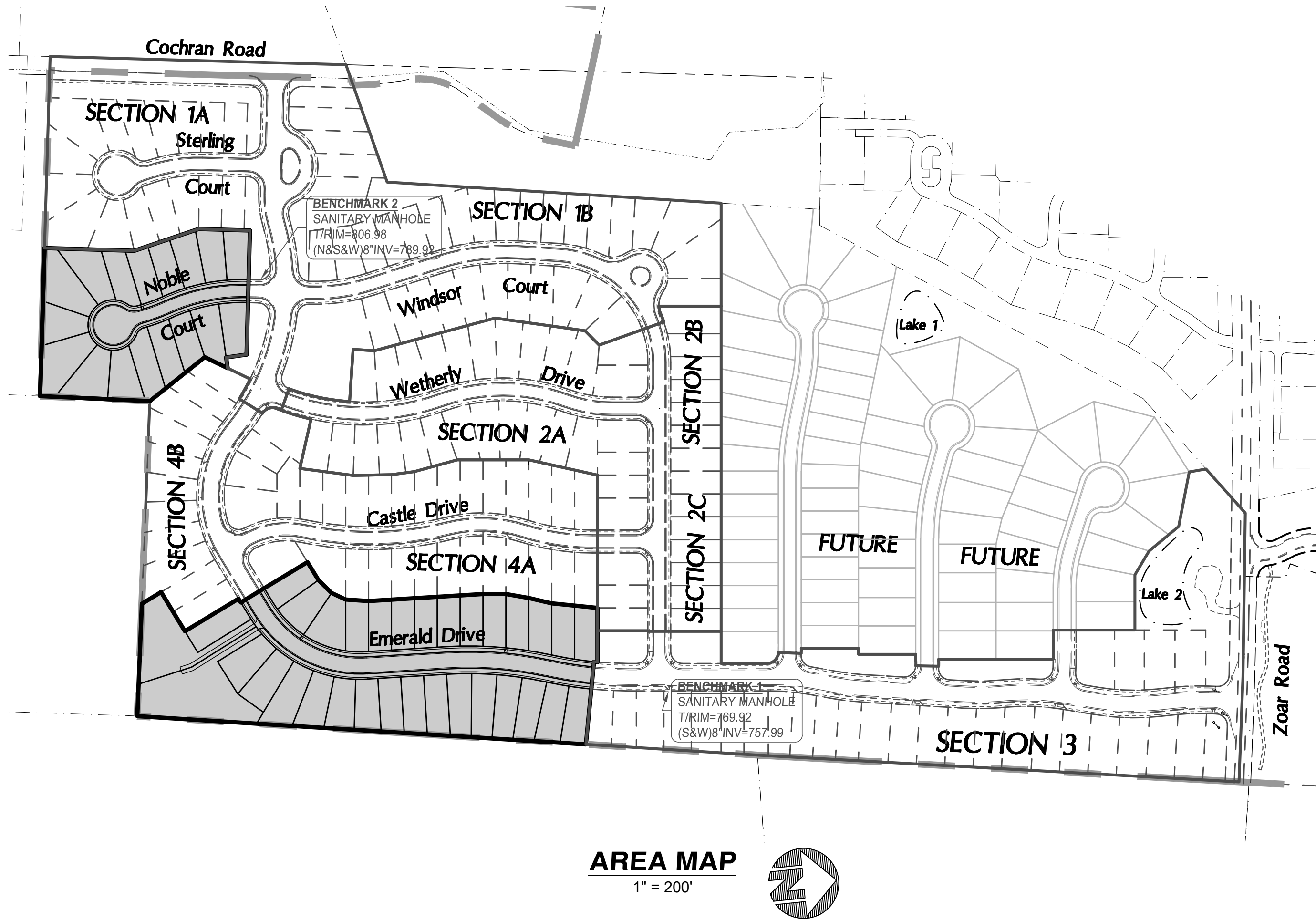


VICINITY MAP
Not to Scale



GENERAL NOTES

1. WATER MAIN PLANS AND CONSTRUCTION SHALL COMPLY WITH THE RULES, SPECIFICATIONS AND INSPECTION OF THE OFFICE OF THE WARREN COUNTY SANITARY ENGINEER. ALL OTHER PLANS AND CONSTRUCTION SHALL COMPLY WITH THE RULES, SPECIFICATIONS AND INSPECTION OF THE VILLAGE OF SOUTH LEBANON.
2. ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH "CONSTRUCTION AND MATERIAL SPECIFICATIONS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION." DATE: JANUARY 15, 2016.
3. UNLESS OTHERWISE NOTED ALL CONSTRUCTION DETAILS SHALL CONFORM WITH THE "STANDARD CONSTRUCTION DRAWINGS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION".
4. ALL SANITARY SEWER MANHOLES, CASTINGS, PIPE, ETC., SHALL CONFORM WITH CURRENT SPECIFICATIONS OF THE VILLAGE OF SOUTH LEBANON AND THE OHIO ENVIRONMENTAL PROTECTION AGENCY.
5. UNLESS OTHERWISE SPECIFIED ALL STORM SEWER MATERIAL SHALL BE HDPE (ADS) PIPE PER ODOT ITEM 707.33. ALL STORM SEWERS SHALL HAVE A MAXIMUM MANNING'S "N" VALUE OF 0.012.
6. BED AND BACKFILL STORM PIPE PER ODOT ITEM 611 TO 12" ABOVE TOP OF PIPE. BACKFILL REMAINDER OF TRENCH WITH NATIVE MATERIALS PER ODOT ITEM 203.
7. NO STRUCTURE OF ANY KIND WHICH CAN INTERFERE WITH ACCESS TO SANITARY SEWER, WATER MAIN, OR STORM SEWER SHALL BE PLACED IN OR UPON A PERMANENT EASEMENT, EXCEPT ITEMS SUCH AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS OR OTHER SURFACES USED FOR INGRESS AND EGRESS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR SIMILAR ITEMS BEING NATURAL OR ARTIFICIAL.
8. SANITARY SEWERS ARE TO RECEIVE SANITARY WASTES ONLY. ROOF DRAINS, FOUNDATION DRAINS AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
9. ANY DISTURBANCE OF EXISTING NATURAL FEATURES SHALL BE SAFEGUARDED SO AS NOT TO CAUSE DETRIMENTAL EROSION. AS EARTHWORK IS PERFORMED, DANDY BAGS AND SILT FENCES SHALL BE UTILIZED TO MANAGE STORM RUNOFF AND TO FILTER SOME OF THE EXISTING SOILS. ALL NATURAL VEGETATION TO REMAIN EXCEPT IN AREAS AFFECTED BY IMPROVEMENTS.
10. STORM WATER AND EXTRANEUS FLOWS ARE PROHIBITED FROM ENTERING THE EXISTING SYSTEM DURING CONSTRUCTION. NO OPEN CUT TRENCHES WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT. STORM DRAINS, DIVERSION DITCHES, ETC., SHALL BE USED AS REQUIRED TO MAINTAIN THE INTEGRITY OF THE SYSTEM AT ALL TIMES.
11. ALL WATER MAINS, FIRE HYDRANTS AND RELATED ITEMS SHALL CONFORM WITH CURRENT SPECIFICATIONS OF THE WARREN COUNTY SANITARY ENGINEER AND THE OHIO ENVIRONMENTAL PROTECTION AGENCY.
12. WARREN COUNTY WATER AND SEWER DEPARTMENT SHALL ESTABLISH PROCEDURES FOR REPAIRS TO WATER MAIN OR WATER SERVICES DAMAGED.



2018 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$135
Professional Surveyor	\$110
Designer	\$90
Field Surveyor	\$95
Administrative	\$60
Resident Project Representative	\$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.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-21**

**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 WOODKNOLL SECTION 3
SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, Choice One Engineering provided plan review services for the Village for the Woodknoll Section 3 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 Woodknoll Section 3 Subdivision for a not to exceed amount of \$8,200.00.

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 April, 2018.

Attest: _____

Nicole Armstrong, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)

Effective Date – / /2018

Vote - ____ Yeas

____ Nays

First Reading – / /2018

Effective Date – / /2018

Second Reading – / /2018

Third Reading– / /2018

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2018

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 Woodknoll Section 3 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 regard 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 \$8,200.00 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 3rd 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. 2018 - ____.

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

March 29, 2018

Attention

Jerry Haddix
Village Administrator
jhaddix@southlebanonohio.org

Address

99 S. High Street
South Lebanon, OH 45065

Subject

Agreement for Professional Services
Woodknoll Subdivision Section 3 Construction Observation and Administration
Village of South Lebanon, Warren County, Ohio
WAR-SLE-1801

Dear Mr. Haddix:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Woodknoll Subdivision Section 3 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

3/29/18
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 3 of the Woodknoll Subdivision (see attached plat)

Project Details

- Woodknoll Section 3 (a 13 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. Rough grading and tree removal has already started
- 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 six 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 Spring 2018.
- The construction plans will be reviewed for storm sewer compliance.
- 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	\$8,200.00
Total	\$8,200.00

Schedule

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

L:\Current Projects\2012\12-541B Woodknoll Sect 3-4-5\CAD\SubCAD Project\dwg\12541B_Correl Plans.plt 3-4-5.dwg, 5/10/2017 2:51:47 PM, User: j1



NATIONAL GEODETIC SURVEY CONTROL MONUMENTS						
NAME	NAD 83 (2011)	ELLIPSOID	OHIO STATE PLANE	COORDINATES	NAVD 88	
WAR061	LATITUDE	LONGITUDE	HEIGHT	NORTHING	EASTING	ELEVATION
	39°21'38.90148"N	84°13'12.92304"W	693.068	500259.296	1482144.438	803.655
LEBANON	39°25'49.78838"N	84°16'59.28360"W	739.654	525982.8587	1464871.2303	850.182
CORS ARP	RESIDUALS		$\Delta H = 0.000$ sft		$\Delta V = +0.000$ sft	
LEBA						
BISHOP (3001)	SITE BASE STATION "BISHOP (3001)" LOCAL SITE SETTINGS					
	39°22'38.39064"N	84°12'29.46053"W	546.996	506212.6602	1485671.4837	657.457
	GROUND SCALE FACTOR: 1.0000901954			LOCAL GROUND COORDINATES		NGVD 88
	GEOID MODEL: GEOID03 (CONUS)			NORTHING	EASTING	ELEVATION
				506212.6602	1485671.4837	657.457
				UNITS ARE IN U.S. SURVEY FEET (SFT)		

BEARING NOTE:
BEARINGS ARE BASED UPON THE GRID AZIMUTH (AZ 133°32'44.2") BETWEEN NATIONAL GEODETIC SURVEY CORS STATION "LEBA" AND McCARTY ASSOCIATES GEODETIC SURVEY MONUMENT "BISHOP (3001)" AND DERIVED FROM GPS OBSERVATIONS TAKEN SEPTEMBER 19, 2012, UTILIZING THE TRIMBLE ODOT CORS VRS (VIRTUAL REFERENCE SYSTEM).

BENCHMARK INFORMATION

ARROW BOLT ON TOP OF FIRE HYDRANT BEARS S 01°36'08" W 44.22' FROM 5/8" IRON PIN MARKING THE NORTHEASTERLY CORNER OF LOT 206 OF THE KASH D. AMBURGY SUBDIVISION No. 4, P.B. 3, PAGE 203.

ELEVATION 639.26

REVISIONS

ISSUE DATE:
02/23/17

THESE DRAWINGS ARE THE PROPERTY OF McCARTY ASSOCIATES, LLC AND SHALL NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT OF McCARTY ASSOCIATES, LLC.
© 2017 McCARTY ASSOCIATES, LLC.

DRAWN: JI CHECKED: LMP

McCARTY ASSOCIATES, LLC
ARCHITECTS — ENGINEERS — SURVEYORS
213 N. HIGH ST., HILLSBORO, OHIO 45133 PH: 937-393-9971 FAX: 937-393-2480
1515 ST. RT. 28 SUITE E, LOVELAND, OHIO 45140 PH: 513-722-0300 FAX: 513-722-0500
304 E. MARKET ST., WASHINGTON C.B., OHIO 45160 PH: 740-335-3816 FAX: 740-335-5828
www.mccartyassociates.com

WOODKNOLL SUBDIVISION
SECTIONS 3, 4 & 5
SEC 2, TOWN 4, RANGE 3
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

DRAWING NUMBER
E12-541B

SHEET
35

SCALE
NOTED

DATE
2016

WOODKNOLL SUBDIVISION
SECTIONS 3, 4 & 5
OVERALL PLAN

2018 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$135
Professional Surveyor	\$110
Designer	\$90
Field Surveyor	\$95
Administrative	\$60
Resident Project Representative	\$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.



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

From: Jerry Haddix, Village Administrator

Date: April 18, 2018

Subject: Rezoning Initiation Resolution – 5025 & 5067 Lebanon Road

Per the action by Council at the last meeting, attached, for a first reading, is a resolution to initiate the rezoning of 5025 & 5067 Lebanon Road from B-2 to R-1. If it is adopted, it will go through the amendment process per the Village Zoning Code.

Both properties meet the zoning requirements (lot size & setbacks) for the R-1 District which is the least dense district in our Code.

If you have any questions, feel free to contact me.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-22**

**A RESOLUTION TO INITIATE A ZONING MAP AMENDMENT FOR THE
PROPERTIES LOCATED AT 5025 LEBANON ROAD (PARCEL# 16-06-203-003) AND
5067 LEBANON ROAD (PARCEL# 16-06-203-002) CONSISTING OF 2.426 ACRES
FROM B-2 [GENERAL BUSINESS DISTRICT] TO R-1 [SINGLE FAMILY
RESIDENTIAL DISTRICT]**

WHEREAS, the current uses of the properties located at 5025 and 5067 Lebanon Road are currently single family residential and vacant, respectively, with the current Village zoning designation shown as B-2 (General Business District); and,

WHEREAS, the zoning and current uses surrounding said properties, including Village and unincorporated areas, are single family residential in nature; and

WHEREAS, the Village Comprehensive Plan, adopted on September 3, 2015, shows said properties as a future residential land use, and,

WHEREAS, per Section 15.7.3 (1) of the Village Zoning Code, Village Council, by adoption of a resolution, may initiate an amendment to the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Council hereby initiates a zoning map amendment for 5025 Lebanon Road (Parcel# 16-06-203-003) and 5067 Lebanon Road (Parcel# 16-06-203-002) from B-2 [General Business District] to R-1 [Single Family Residential District].

Section 2. That the Village Administrator is directed to forward this request to the Village Planning Commission.

Section 3. That the Council is acting in its administrative capacity in adopting this Resolution.

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

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 , 2018.

Attest: _____
Nicole Armstrong, Fiscal Officer James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)	Effective Date – / /2018
Vote - ____ Yeas ____ Nays	
First Reading – / /2018	
Second Reading – / /2018	
Third Reading– / /2018	
Effective Date – / /2018	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: / /2018

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-13**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE A RIGHT-OF-WAY DEDICATION PLAT FOR THE STONE
LAKE SUBDIVISION**

WHEREAS, on November 2nd, 2017, per Ordinance No. 2018-10, the South Lebanon Village Council accepted for public maintenance Stone Ridge Boulevard, Parkside Drive and Lakeview Court in the Stone Lake Subdivision; and,

WHEREAS, a dedication plat is required for said subdivision to formally record the dedication of the public right-of-way not included on the record plat for the Stone Lake Subdivision; and,

WHEREAS, the Village Planning Commission met on March 8, 2018, and approved the dedication plat for the Stone Lake Subdivision; and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Right-of-Way Dedication Plat for the Stone Lake Subdivision, a copy of which is attached hereto.

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 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 , 2018.

Attest: _____

Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)

Effective Date – / /2018

Vote - ____ Yeas

____ Nays

First Reading – / /2018

Effective Date – / /2018

Second Reading – / /2018

Third Reading– / /2018

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2018

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-15**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CONTRACT SWEEPERS AND
EQUIPMENT TO PROVIDE STREET SWEEPING SERVICES IN 2018**

WHEREAS, the Village has solicited proposals for street sweeping services throughout the Village in 2018; and,

WHEREAS, Contract Sweepers and Equipment was recommended by staff as the contractor with the lowest and best price; and,

WHEREAS, funds are available in the Village's 2018 budget for street sweeping services; and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Contract Street Sweepers and Equipment to provide an initial street sweeping and six (6) additional monthly street sweepings in 2018.

Section 2. That the street sweeping shall be limited to streets with curb and curb and gutter only.

Section 3. That the Council is acting in its administrative capacity in adopting this Resolution.

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

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 April, 2018.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)	Effective Date – / /2018
Vote - ____ Yeas ____ Nays	
First Reading – / /2018	Effective Date – / /2018
Second Reading – / /2018	
Third Reading– / /2018	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2018

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 N. High Street, South Lebanon, OH 45065 (the "Village") and Contract Sweepers & Equipment Co., organized under the laws of the State of Ohio as a Corporation, whose address is 10136 Mosteller Lane, West Chester, Ohio 45069 (the "Company").

The Village desires to engage the Company to render services as described herein.

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

SECTION 1 - BASIC SERVICES OF COMPANY

- 1.1 The Company shall perform Basic Services ("the Services") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

SECTION 2 - ADDITIONAL SERVICES OF COMPANY

- 2.1 If authorized in writing by the Village and the Company, the Company shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services.

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 the Company by providing all available information pertinent to the Services in the possession of the Village including any previous reports and any other data relative to the Services.
- 3.3. Furnish Company, as required for performance of the Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for the Company to enter upon public and private property as required for Company to perform the scope of services.
- 3.5. Provide such accounting, insurance counseling and such legal services as may be required for the Services, such legal services as the Village and the Company may require or the Company may reasonably request with regards to legal issues pertaining to the Services.

- 3.6. 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 Company's services.
- 3.7. Give prompt written notice to the Company whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Services, or any defect in the work of any third party.
- 3.8. Furnish, or direct the Company 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.
- 3.9. 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 the Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services.
- 4.2. Upon receipt of a fully executed Agreement from the Village, Company shall proceed with the performance of the Services called for in Exhibit 1.
- 4.3. The Services shall commence in May and be completed in November. Precise dates for performance of the Services shall be determined by the Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Services, the time of performance of the Services and the rates of compensation shall be adjusted appropriately, upon approval of the Village and the Company of a written Schedule and price.

SECTION 5 - PAYMENTS TO CONTRACTOR

5.1 Methods of Payment for Services and Expenses of Company

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

The Company agrees to provide the Services set forth in Exhibit 1 attached hereto to the Village as follows:

Initial Spring Clean Up	\$1,236.00
Six (6) Monthly Sweeps @ \$1,100/each	<u>\$6,600.00</u>
TOTAL COST OF SERVICES	\$7,836.00

- 5.1.2 For Additional Services. The Village shall pay the Company for Additional Services rendered based on the hourly rates for Services as follows:

Additional sweeping due to excessive leaves	\$125.00 per hour
---	-------------------

5.2 Times of Payments.

5.2.1. The Company shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to the Company'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 3rd Thursday of each month.

5.3 Other Provisions Concerning Payments.

5.3.1. If the Village fails to make any payment due the Company for the Services within forty-five (45) days after receipt of Company's itemized statement therefore, the amounts due the Company shall include a charge at the rate of 1% per month from said 45th day, and in addition, the Company may, after giving seven (7) days written notice to the Village, suspend the Services under this Agreement until the Company has been paid in full all amounts due for the Services.

5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Services, progress payments due the Company for the Services satisfactorily rendered through such phase shall constitute total payment for such Services.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide the Services under this Agreement may be terminated by either party upon seven (7) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 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.

6.3 Successors and Assigns.

6.3.1 The Village and the Company 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.

6.3.2 Neither the Village nor the Company 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 the Company from employing such independent consultants, associates and subcontractors, as the Company may deem appropriate to assist the Company in the performance of the Services hereunder.

6.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and the Company.

6.4 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.

6.5 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.

6.6 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.

6.7 Relationship of Parties

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

6.8 Parties

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

6.9 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.

6.10 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 N. High Street
South Lebanon, OH 45065

Company: Contract Sweepers & Equipment Co.
Attn. Craig Miller, Area Manager
10136 Mosteller Lane
West Chester, Ohio 45069

6.11 Insurance

The Company shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. The Company further agrees that in the event that its comprehensive general liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, the Company 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. The Company 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 automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(d) The insurance coverage shall have Ohio stop gap employer's liability with a \$1,000,000 limit;

(e) The Company 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 the Company;

(f) The Company 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) The Company 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 Exhibit is 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 6.3 herein.

SECTION 9 – FORCE MAJEURE EVENT

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, action or decrees of governmental bodies (hereinafter referred to as a "Force Majeure Event), the party who has been so effected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under the Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement.

SECTION 10 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and the Company, 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 11 – INDEMNIFICATION

The Company 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 the Company, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of the Company, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement.

SECTION 11 – EXECUTION

COMPANY:

IN EXECUTION WHEREOF, Contract Sweepers & Equipment Co., the Company herein, has caused this Agreement to be executed on the date stated below by Craig Miller, whose title is Area Manager, 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. 2018-_____.

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: _____



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: April 17, 2018
Subject: Plaza at entrance to Municipal Building

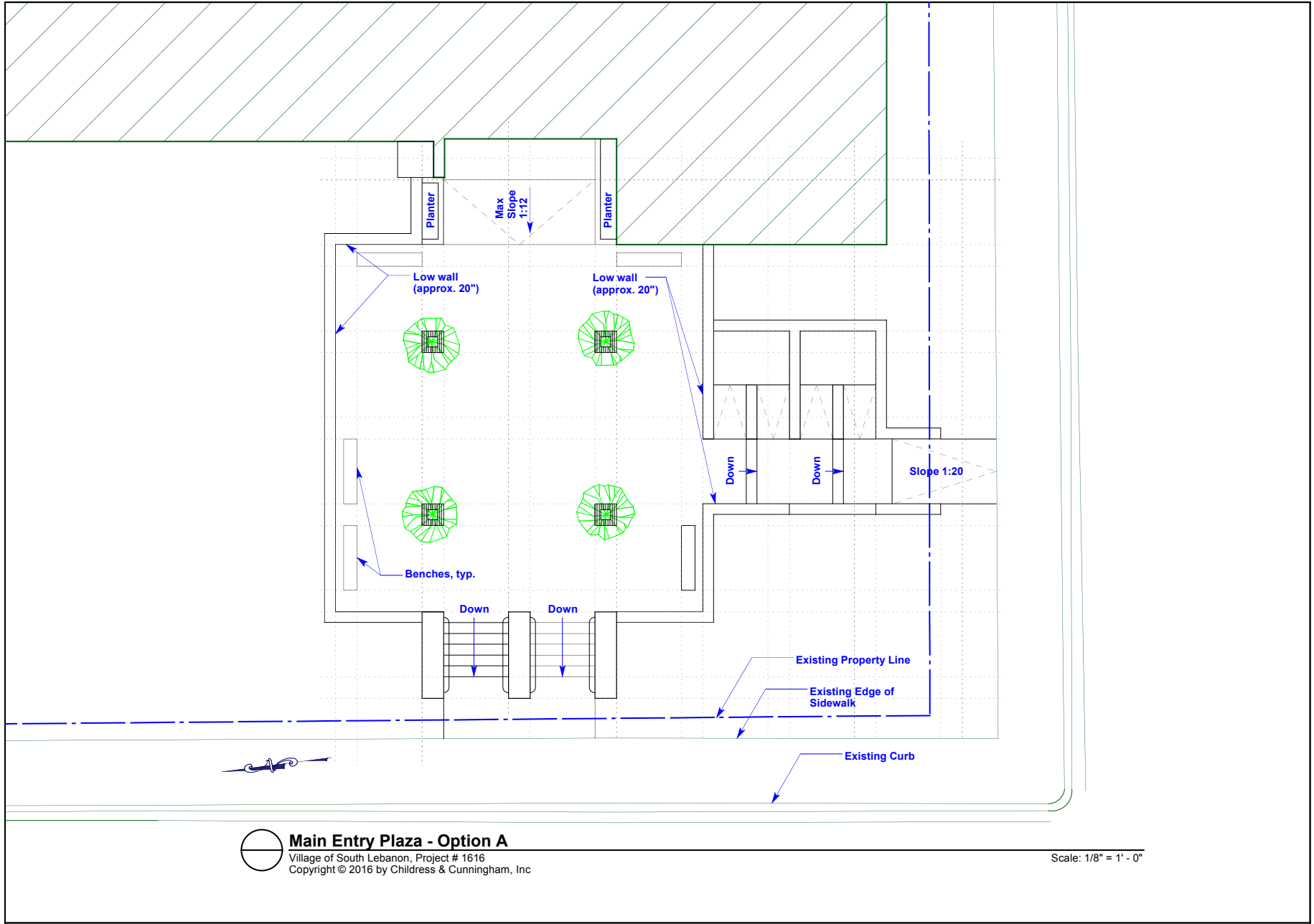
Back at the end of 2016, Childress & Cunningham provided 3 choices for a plaza entrance to the new municipal building (see attached). The Council, along with Staff, preferred Option B. The plan was to construct this in a future phase after the initial construction. The estimate for this project is \$150,000.

A couple of issues make it a good idea to construct it while the general renovation is under way this year;

1. The completion of this phase will give the building a more finished appearance;
2. No work would have to be undone or reconstructed if completed while the general work is in progress.

We would like the “go-ahead” to bid out this project and possibly get it completed with the building work.

If you have any questions, feel free to contact me.

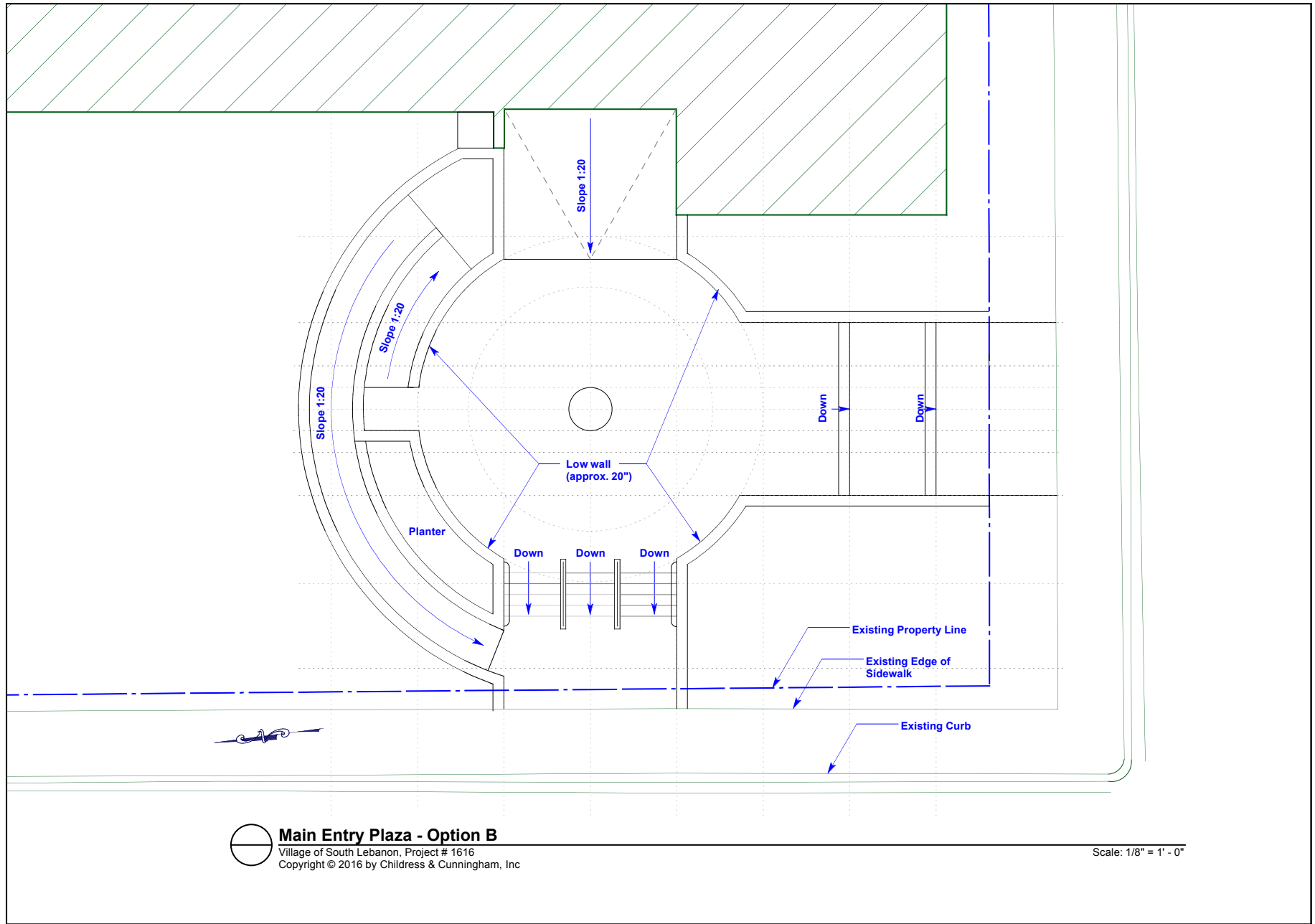


Childress & Cunningham, Inc.
 www.cc-architects.com
 2355 Park Ave Cincinnati OH 45206 USA
 (513) 261-3500 info@cc-architects.com
 Copyright © 2017 Childress & Cunningham, Inc.

PROJECT:
SOUTH LEBANON MUNICIPAL
 10 North High St.
 South Lebanon, OH 45065

PROJECT No.: **1616**
 DATE: **11/29/16**
 PERMIT ISSUE:
 CONST. ISSUE:
 REVISION DATES:

Allan C. Childress
 Ohio license no. 9111
 Expiration Date: 12/31/2017



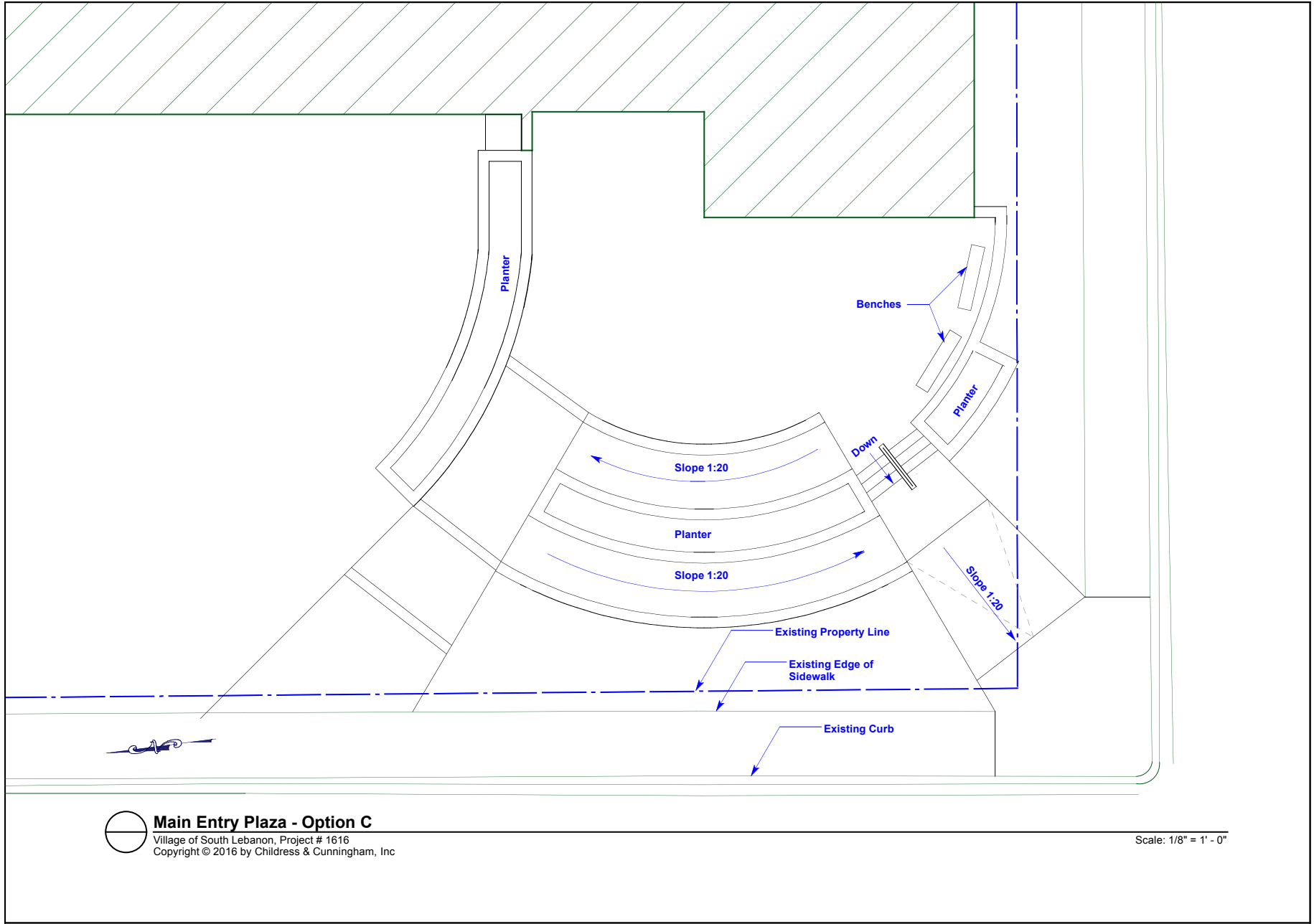
Childress & Cunningham, Inc.
 www.cc-architects.com
 2355 Park Ave. Cincinnati, OH 45206 USA
 (513) 281-3500 info@cc-architects.com
 Copyright © 2017 Childress & Cunningham, Inc.

PROJECT:
SOUTH LEBANON MUNICIPAL
 10 North High St.
 South Lebanon, OH 45065

PROJECT No.: **1616**
 DATE: **11/29/16**
 PERMIT ISSUE:
 CONST. ISSUE:
 REVISION DATES:

PROJECT No.: **1616**
 DATE: **11/29/16**
 PERMIT ISSUE:
 CONST. ISSUE:
 REVISION DATES:

PROJECT No.: **1616**
 DATE: **11/29/16**
 PERMIT ISSUE:
 CONST. ISSUE:
 REVISION DATES:



Childress & Cunningham, Inc.
 www.cc-architects.com
 2355 Park Ave. Cincinnati OH 45206 USA
 (513) 281-3500 info@cc-architects.com
 Copyright © 2017 Childress & Cunningham, Inc.

PROJECT:
SOUTH LEBANON
MUNICIPAL
 10 North High St.
 South Lebanon, OH 45065

PROJECT No.: **1616**
 DATE: **11/29/16**
 PERMIT ISSUE:
 CONST. ISSUE:
 REVISION DATES: