

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-30**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH MCGILL SMITH PUNSHON INC. FOR  
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES  
FOR THE CONSTRUCTION PHASE OF WYNSTEAD SECTION 3 SUBDIVISION,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, McGill Smith Punshon, Inc. provided plan review services for the Village for the Wynstead Section 3 subdivision ; and,

**WHEREAS**, the developer has satisfied all of the conditions necessary prior to beginning construction; 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 McGill Smith Punshon Inc. for consulting engineer services for required inspection services for the construction phase of Wynstead Section 3 Subdivision for a not to exceed amount of \$18,700.00.

**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.

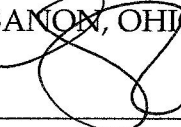
Adopted this 1<sup>st</sup> day of September, 2016.

Attest:    
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: <u>9/01</u> /2016 (if applicable)	Effective Date - / /2016
Vote - ___ Yeas ___ Nays	
First Reading - / /2016	Effective Date - / /2016
Second Reading - / /2016	
Third Reading - / /2016	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By:   
Date: 9/1 /2016



## AGREEMENT FOR PROFESSIONAL SERVICES

To

Mr. Jerry Haddix  
Village Administrator  
Village of South Lebanon (CLIENT)  
99 North High Street  
South Lebanon, Ohio 45065

For

Wynstead, Section Three  
Village of South Lebanon, Ohio

**MSP Project No. 06308.02**

August 29, 2016

### 1. SCOPE OF SERVICES BY MCGILL SMITH PUNSHON (MSP):

#### 1.1. Construction Observation Services:

- 1.1.1. A representative from MSP will make site visits to view and report on the construction progress and procedures as requested by the Village of South Lebanon. Based on our conversations, MSP expects to visit the site three to four (3-4) times per week, approximately three (3) hours per visit (including travel time) for the duration of the construction of the project (approximately fourteen [14] weeks).

#### 1.2. Submittals

- 1.2.1. MSP will provide daily logs "Engineer's Field Report" to the client reporting the construction activities and progress observed during our site visits.

## 2. COMPENSATION:

2.1. We anticipate our fees to break down approximately as follows:

Construction Observation Services	\$15,000.00
Professional Review	\$ 2,200.00
Project Management	\$ 500.00
Reimbursable Expenses	\$ 1,000.00

2.2. Payment to MSP shall be in accordance with our current "Hourly Rate Schedule". The rates shown in that schedule apply for professional services to be provided under this Agreement.

2.3. MSP will not provide services which would exceed the above-described fees without prior Client authorization.

2.4. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expense incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice.

2.5. All past due amounts shall bear interest at the rate of one and one-quarter percent (1 ¼%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.

2.6. All services requested by the Client in addition to those described in this agreement will be invoiced additionally and compensation for such work shall be paid on a Time & Material basis in accord with our current rate schedule.

2.7. In addition to the Basic Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, long distance telephone communications, printing, deliveries, postage and permit fees in conjunction with the work in accord with our current rate schedule. See above for estimated cost of reimbursable expenses.

## 3. GENERAL TERMS

3.1. The CLIENT agrees to the fullest extent permitted by law, to limit the liability of MSP and its subconsultants to the CLIENT for any and all injuries, claims, losses, expenses, (including attorneys' fees, witness fees and other associated costs), and for damages arising out of this project from any cause or causes, so that the total aggregate liability of MSP and its subconsultants to the CLIENT shall not exceed \$50,000 or the amount of MSP's fee, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. (3.1. cont'd below)



**HOURLY RATE SCHEDULE**

Principal.....	\$135-\$180.00/hour
Project Manager.....	\$90-\$165.00/hour
Registered Engineer.....	\$120-\$180.00/hour
Registered Architect.....	\$80-\$180.00/hour
Registered Landscape Architect/Planner.....	\$90-\$130.00/hour
Professional Surveyor.....	\$85-\$180.00/hour
Designer/Job Captain.....	\$75-\$110.00/hour
CADD Operator/Technician.....	\$55-\$95.00/hour
Surveying (Monday through Friday) 8 Hours*	
3 Man Crew.....	\$170.00/hour
2 Man Crew.....	\$135.00/hour
1 Man Crew.....	\$95.00/hour

\*A minimum 2 hours will be charged per trip (Monday through Friday)

\*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Technical Support..... \$55-\$125.00/hour

Travel .54¢ per mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

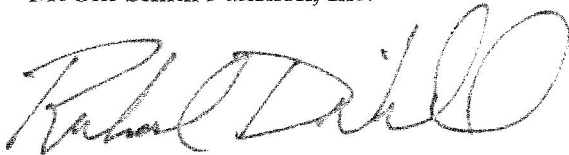
All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date:     January 1, 2016

- 3.2. MSP, acting as an authorized representative of the village, when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the MSP because of the acts or omissions performed by it in the enforcement of any provisions of the Village of South Lebanon Building Code shall be defended by the Village until final termination of the proceedings. MSP shall be entitled to all defenses and municipal immunities that are, or would be, available to the Village if the same services were provided by Village employees.
- 3.3. The Contractor is responsible for the means and methods associated with the construction of the project.
- 3.4. This Agreement may be terminated by either party upon seven (7) calendar days written notice. In the event of termination, MSP shall be paid by the CLIENT for all services performed to the date of termination. All original documents and drawings developed on behalf of the CLIENT shall remain the property of MSP.

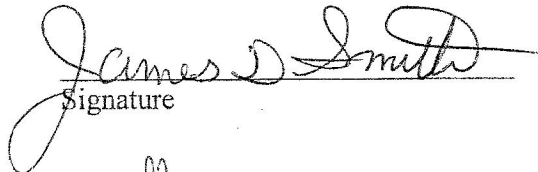
Respectfully submitted,

McGill Smith Punshon, Inc.



Richard D. Nichols, P.S.  
Vice President, Surveying  
08308023-CLI-AGR-Wynstead sec3 construction observation services

CLIENT  
Approved and accepted.

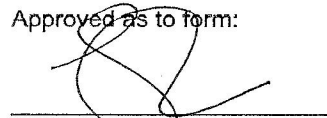
  
Signature

Mayor  
Title

Date 9-1-16

3.1. cont'd - However, CLIENT shall not be liable or be required to indemnify MSP for any damage or injury of any kind arising solely as the result of MSP's gross negligence, intentional acts, or willful misconduct.

Approved as to form:

  
Paul R. Revelson  
Village Solicitor  
Village of South Lebanon