

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-65**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR  
SURVEYING SERVICES REQUIRED FOR THE PREPARATION OF A  
DEDICATION PLAT RELATIVE TO THE STONE LAKE SUBDIVISION, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, on November 2, 2017, the Village Council passed Ordinance No. 2017-10 accepting the streets in the Stone Lake Subdivision for public maintenance; and,

**WHEREAS**, a right-of-way dedication plat is required to be recorded in the Warren County Recorder's Office; and,

**WHEREAS**, the Village has solicited proposals from several consulting surveying firms for surveying services for the abovementioned task; and,

**WHEREAS**, Choice One Engineering was selected by staff as the most qualified and cost-effective; and,

**WHEREAS**, immediate action is required to expedite the recording of a right-of-way dedication plat for the Stone Lake Subdivision, 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 surveying services in the Village of South Lebanon required for the preparation of a dedication plat relative to the Stone Lake Subdivision for the lump sum fee of \$2,400.00, as attached hereto.

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

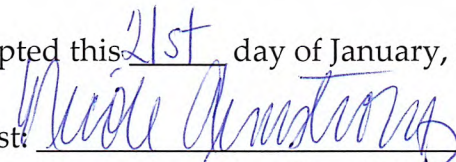
**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

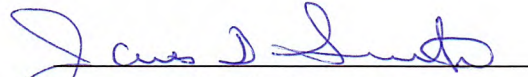
**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**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 21st day of January, 2017.

Attest:

  
Sharon Louallen, Fiscal Officer/Clerk

  
James D. Smith, Mayor

Rules Suspended: 2/21/2017 (if applicable)

Effective Date – / /2017

Vote - 5 Yeas  
\_\_\_\_\_ Nays

First Reading – / /2017  
Second Reading – / /2017  
Third Reading – / /2017

Effective Date – / /2017

Vote - \_\_\_\_\_ Yeas  
\_\_\_\_\_ Nays

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

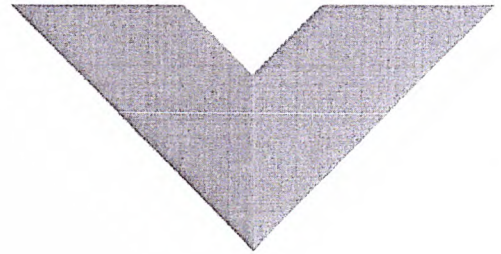
By: 

Date: 12/21 /2017



# ChoiceOne

Engineering



Date  
November 7, 2017

Attention  
Jerry Haddix  
jhaddix@southlebanonohio.org

Address  
Village of South Lebanon  
99 N. High Street  
South Lebanon, Ohio 45065

Subject  
Agreement for Professional Services  
Stone Lake Dedication Plat  
WAR-SLE-1713

## Dear Mr. Haddix:

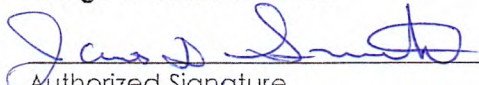
Choice One Engineering Corporation appreciates the opportunity to provide services for the Stone Lake Dedication Plat.

This Agreement is by and between 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. Choice One will not start work on this Project until the Agreement is signed and received in our office.

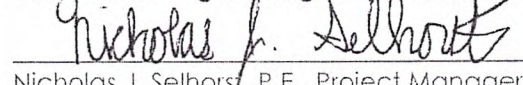
This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of one page and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

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  
12/21/17  
Date

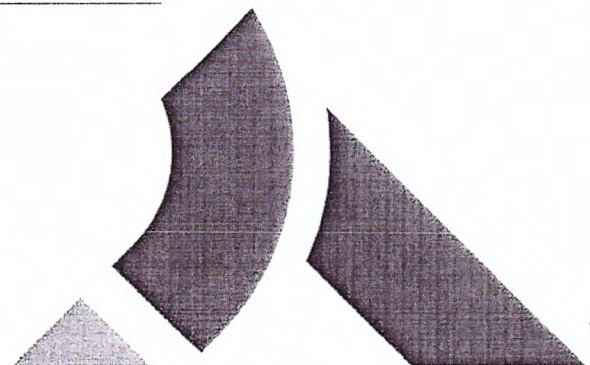
**Choice One Engineering Corporation**

  
Nicholas J. Selhorst, P.E., Project Manager  
11/7/2017  
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 a survey to dedicate the right-of-way in Stone Lake subdivision as recorded in Plat Book 78, Page 38 and 39 in the Village of South Lebanon, Warren County, Ohio.

## Project Services

### 1. Dedication Plat

- a. Prepare a dedication plat of the Private Roads in Stone Lake Subdivision.
- b. Perform necessary research.
- c. Prepare one legal descriptions.
- d. Provide one dedication plat.
- e. Provide fees for recording.
- f. If at any point during the survey process Choice One discerns conflicting deed information or a discrepancy concerning the recorded or assumed location of the property, we will communicate this information to the Client and will assist in determining a proper or preferred resolution. If such a situation arises, Choice One and the Client reserve the right to void the incomplete contracted Scope of Work to avoid unnecessary survey fees. In either case, however, the Client will be billed based on time accumulated to date.

## Client Responsibilities

- Provide property access.
- Payment of agency related fees other than those noted above.

# Compensation & Schedule

## Compensation

Lump Sum Fee Schedule	
Total	\$2,400.00

## Schedule

Choice One will have the survey completed and sent to the Client and county for review within sixty (60) days after receipt of an executed Agreement.



Choice One Engineering Corporation  
Standard Terms & Conditions  
3/26/2015

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

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

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

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

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

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

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

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

**Amendment** This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

**Assignment** Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

**Betterment** If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**Buried Utilities** Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

**Compliance with Laws** Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.



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

**Construction Observation, If Applicable** Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

**Cost Estimates or Opinions** Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

**Defects in Service** The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Delays** The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

**Design Without Construction Administration** The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

**Dispute Resolution** In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

**Governing Law** The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Hiring of Personnel** Owner may not directly hire any employee of Choice One. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.

**Information from Other Parties** The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

**Insurance** Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

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

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



**Ownership of Documents** Documents prepared by Choice One for the Project are instruments of services and will remain the property of Choice One. Final documents of service will be based on the printed copy. If specified in the Choice One agreement, Choice One will furnish the final documents electronically; however, the Client releases Choice One from any liability that may result from documents used in this form. Choice One will be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

**Permits and Approvals** Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

**Severability** Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Safety** Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Site Access** The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

**Standard of Care** Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

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

**Suspension of Work** The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

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

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

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







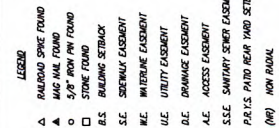


SCALE: 1"=60'  
DATE: 11/17/06  
DRAWN: BME  
DESIGNED:  
CHECKED: RCV  
XREF:  
JOB NO.: 051079RA005

STONE LAKE	Page
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RANDY C. WOLFE  
 OHIO PROFESSIONAL SURVEYOR NO. 8033  
 DATE 1-29-07

GRAPHIC SCALE  
( IN FEET )  
1 inch = 60 ft.



CURVE	MARKS	LENGTH	AREA	PERCENT	DELTA
C1	20	10.0	10.0	100.0	100.0
C2	21	10.0	10.0	100.0	100.0
C3	22	10.0	10.0	100.0	100.0
C4	23	10.0	10.0	100.0	100.0
C5	24	10.0	10.0	100.0	100.0
C6	25	10.0	10.0	100.0	100.0
C7	26	10.0	10.0	100.0	100.0
C8	27	10.0	10.0	100.0	100.0
C9	28	10.0	10.0	100.0	100.0
C10	29	10.0	10.0	100.0	100.0
C11	30	10.0	10.0	100.0	100.0
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C13	32	10.0	10.0	100.0	100.0
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C15	34	10.0	10.0	100.0	100.0
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C17	36	10.0	10.0	100.0	100.0
C18	37	10.0	10.0	100.0	100.0
C19	38	10.0	10.0	100.0	100.0
C20	39	10.0	10.0	100.0	100.0
C21	40	10.0	10.0	100.0	100.0
C22	41	10.0	10.0	100.0	100.0
C23	42	10.0	10.0	100.0	100.0
C24	43	10.0	10.0	100.0	100.0
C25	44	10.0	10.0	100.0	100.0
C26	45	10.0	10.0	100.0	100.0
C27	46	10.0	10.0	100.0	100.0
C28	47	10.0	10.0	100.0	100.0
C29	48	10.0	10.0	100.0	100.0
C30	49	10.0	10.0	100.0	100.0
C31	50	10.0	10.0	100.0	100.0
C32	51	10.0	10.0	100.0	100.0
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C38	57	10.0	10.0	100.0	100.0
C39	58	10.0	10.0	100.0	100.0
C40	59	10.0	10.0	100.0	100.0
C41	60	10.0	10.0	100.0	100.0
C42	61	10.0	10.0	100.0	100.0
C43	62	10.0	10.0	100.0	100.0
C44	63	10.0	10.0	100.0	100.0
C45	64	10.0	10.0	100.0	100.0
C46	65	10.0	10.0	100.0	100.0
C47	66	10.0	10.0	100.0	100.0
C48	67	10.0	10.0	100.0	100.0
C49	68	10.0	10.0	100.0	100.0
C50	69	10.0	10.0	100.0	100.0
C51	70	10.0	10.0	100.0	100.0
C52	71	10.0	10.0	100.0	100.0
C53	72	10.0	10.0	100.0	100.0
C54	73	10.0	10.0	100.0	100.0
C55	74	10.0	10.0	100.0	100.0
C56	75	10.0	10.0	100.0	100.0
C57	76	10.0	10.0	100.0	100.0
C58	77	10.0	10.0	100.0	100.0
C59	78	10.0	10.0	100.0	100.0
C60	79	10.0	10.0	100.0	100.0
C61	80	10.0	10.0	100.0	100.0
C62	81	10.0	10.0	100.0	100.0
C63	82	10.0	10.0	100.0	100.0
C64	83	10.0	10.0	100.0	100.0
C65	84	10.0	10.0	100.0	100.0
C66	85	10.0	10.0	100.0	100.0
C67	86	10.0	10.0	100.0	100.0
C68	87	10.0	10.0	100.0	100.0
C69	88	10.0	10.0	100.0	100.0
C70	89	10.0	10.0	100.0	100.0
C71	90	10.0	10.0	100.0	100.0