



# RESOLUTION 04-2023

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION AUTHORIZING THE RANDOLPH STREET, WATER, STORMWATER PROJECT DESIGN PROPOSAL P2017 BY TEBBE CIVIL ENGINEERING, LLC.**

WHEREAS, the Village Council is responsible for the allocation of funds for major projects; and

WHEREAS, the Randolph Street, Water, and Stormwater Project has been selected by Village Council and the respective departments as a 2023 Comprehensive Project; and

WHEREAS, the Village of Ashville wishes to do improve the street, stormwater, and water services between on Randolph Street between Madison and East Station Street.

NOW, AND HEREAFTER BE IT RESOLVED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

### SECTION ONE

The Village of Ashville will pay Tebbe Civil Engineering \$45,510 for the design of the 2023 Randolph Street, Water, Stormwater Project between the below funds:

Street Funds	2101-610-396-0000	\$22,805.00
Water Funds	5101-533-590-0000	\$9,122
<u>Stormwater Funds</u>	<u>5704-800-590-0000</u>	<u>\$13,683</u> allocated from 5704-800-690-0000
Total Funds		\$45,610.

### SECTION TWO

Once Tebbe Civil Engineering has submitted a design plan, an Authorization Resolution will be submitted for compliance with a Request for Proposal (RFP) and all bidding legal requirements for construction.

Therefore, this resolution will take effect upon passage.

Offered by: Steve Welsh

Seconded to the Motion Offered by: Matt Scholl

Upon roll call on the adoption of the resolution, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Colton Henson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Scholl	<input checked="" type="checkbox"/>	<input type="checkbox"/>
												Steve Welsh	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THIS 20<sup>TH</sup> DAY OF MARCH, 2023.

ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 3/21/2023

APPROVED:  
  
Nelson R. Embrey II, Mayor

DATE: 3/22/2023

Prepared: 03/01/2023  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**  
I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 20<sup>th</sup> day of March 2023, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



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Transmitted Via Email: [fchristman@ashvilleohio.gov](mailto:fchristman@ashvilleohio.gov)

April 27, 2021

**CONFIDENTIAL**

Mr. Franklin Christman  
Village Administrator - Village of Ashville  
200 East Station Street  
Ashville, Ohio 43103

RE: Randolph Street Reconstruction  
(Proposal P2017)

Dear Mr. Christman:

We are pleased to submit this proposal to prepare final design plans for the above-referenced project within the Village of Ashville. The project involves the reconstruction of Randolph Street from Station Street to Madison Avenue. The road will be widened to allow for parking on the east side of Randolph Street. New sidewalks, waterline and storm sewer system will be designed along with the roadway reconstruction.

**BACKGROUND INFORMATION AND ASSUMPTIONS**

Randolph Street pavement has been overbuilt and needs to be reconstructed to fix drainage issues in the area. The pavement condition is also poor. The proposed sidewalk will increase accessibility and safety where non-continuous sidewalk currently exists.

Based on our understanding of the project our proposal is based on the following assumptions:

- The project area includes approximately 1,000' of public roadway improvements with, waterline reconstruction, storm sewer improvements, alley approaches, curbs, sidewalk and drive approach improvements.
- We assume all work will be completed within the right of way and no easements or right of way plans will be required.
- We have enclosed a copy of an orthographic exhibit showing the project area for your reference.

**SCOPE OF WORK**

We propose to provide the following civil engineering services as necessary to prepare final design plans, cost estimates and construction coordination for the proposed roadway improvements:

Task A – Meetings \ Coordination:

For this task, this proposal shall involve preparing the following items:

- 1) Perform detailed site visits to assist in the design of the required improvements to the curbs, sidewalks, storm sewers, roadway, handicap ramps and other utilities based on the surveyed information.
- 2) Prepare exhibits which show the location and extents of the proposed improvements along the entire project area.

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- 3) We will meet with the Village and various other project stakeholders and attend a public meeting, if necessary, for this project.
- 4) We will coordinate with the Village regarding design element options.

Task B – Survey Services:

For this task, this proposal shall involve preparing the following items:

- 1) Control Survey – Control points will be set outside of the work area and be available for construction staking.
- 2) Field Data Collection – Topographic survey will be performed according to National Society of Professional Surveyors Model Standards for Topographic Surveys.
- 3) Right of Way & Property Line Mapping – The right of way and property lines will be depicted according to available records, iron pins, rebar and other survey markers.
- 4) Utility Survey – Utilities will be surveyed based on Ohio Utilities Protection Service marking and all observed surface utility features.
- 5) CAD Terrain Model and Survey Drawing – The survey will be prepared at a scale of 1"=20' with 1 foot contours in AutoCAD Civil 3d format and will include right of way lines, property lines, ownerships and addresses and other pertinent survey information.

Task C – Private Utility Coordination:

For this task, this proposal shall involve preparing the following items:

- 1) Private Utility Company Coordination
  - a. There may be existing electric, telephone and natural gas utilities that will be affected by this project.
  - b. We will provide services to submit preliminary and final construction plans to the utility companies to verify their utility locations and to coordinate relocation of any of their facilities.

Task D – Construction Plans:

For this task, this proposal shall involve preparing the following items:

- 1) Final design plans will be prepared using Village format and specifications. We anticipate the preparation of the following design plans:
  - 1 Title Sheet
  - 1 Typical Sections/Details
  - 2 General Notes
  - 1 Maintenance of Traffic Notes
  - 1 Maintenance of Traffic Plan
  - 1 General Summary
  - 3 Plan and Profile
  - 5 Cross Sections
  - 1 Intersection Details
  - 1 Drive Details
  - 1 Drainage Details
  - 2 Drainage Profiles
  - 1 Erosion Control
  - 1 Pavement Marking Plan with Subsummary
  - 23 Total Estimated Sheets

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- 2) Prepare detailed Construction Cost Estimates.

Task E – Services During Bidding / Construction Administration

We will assist the Village during the project advertising and bidding phase of the project. These services will involve the following:

- 1) Preparation of bid documents.
- 2) Attend the pre-bid meeting.
- 3) Review contractor bids and make a recommendation for the lowest and best bidder.

We will assist the Village during the construction phase of the project. These services will involve the following:

- 1) Conduct Pre-construction meeting.
- 2) Review shop drawings
- 3) Meet with contractor to resolve any construction issues.
- 4) Meet with ODOT personnel to coordinate construction.

If there are any services required for this project that we do not currently have in this proposal, we will prepare a separate proposal for those services before we proceed.

**SCHEDULE OF FEES**

We propose to provide consulting engineering services for these projects on an hourly basis plus expenses according to our attached general terms and conditions with the following estimated maximum fees:

I. Task A – Meetings \ Coordination	\$ 3,200
II. Task B – Survey Services	\$ 8,400
III. Task C – Private Utility Coordination	\$ 2,360
IV. Task D – Construction Plans	\$ 25,560
V. Task E – Services During Bidding / Construction Administration	<u>\$ 6,090</u>
Total Estimated Maximum Fee	\$ 45,610

We appreciate the opportunity to provide this proposal and look forward to the opportunity to work with the Village on this project.

If you have any questions or need any additional information, please feel free to contact me at (614) 845-5885.

Sincerely,  
**Tebbe Civil Engineering, LLC.**



Christopher M. Tebbe, P.E.  
Owner

Encl.



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 Dublin, Ohio 43016-2237  
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Tebbe Civil Engineering, LLC

**SCHEDULE OF HOURLY COSTS FOR 2021  
 (January 1, 2021)**

Office

Principal .....	125.00/hour
Project Manager Engineer.....	120.00/hour
Project Engineer .....	85.00/hour
Design Engineer.....	75.00/hour
Designer.....	70.00/hour
CAD Technician III.....	65.00/hour

EXPENSES

Mileage (Automobile) .....	.050/mile
B/W Copies – Full Size Drawings .....	4.00/copy
B/W Copies – Quarter Size Drawings .....	0.50/copy
B/W Copies – Letter .....	0.25/copy
Subcontract Services .....	Cost Plus 10%

**Tebbe Civil Engineering, LLC.**  
**GENERAL TERMS AND CONDITIONS**

- 1. Scope of Services** The basic services to be performed by Tebbe Civil Engineering, LLC. for the client are set forth in the scope of services agreed to by client and Tebbe Civil Engineering, LLC. Any services that may be required beyond that scope of services shall be performed on an hourly rate basis according to Tebbe Civil Engineering, LLC. current fee schedule, which is available to client upon request. Tebbe Civil Engineering, LLC. reserves the right to revise its fee schedule from time to time, and any such revised fee shall be applicable to any work not authorized within sixty (60) days of Tebbe Civil Engineering, LLC. original proposal. Any additional services rendered shall be subject to the same terms and conditions as those set forth in the original scope of services as set forth herein.
- 2. Fees - Terms of Payment** Unless otherwise stated in the proposal, fees will be invoiced monthly based on the percentage of the work completed and are payable upon receipt. Any unpaid balances will be subject to a carrying charge of 1.5 percent per month. If legal or collection action is instituted to collect any fees, expenses or interest due to Tebbe Civil Engineering, LLC., it also shall be entitled to recover, in any such action, all reasonable costs incurred, including staff time, court costs, attorney fees, collection agency fees, and other related expenses.
- 3. Termination of Services** If client fails to pay any invoice within thirty (30) days after it is issued Tebbe Civil Engineering, LLC. may, without waiving any claim against the client and without liability regarding such action, cease all work regarding the project and/or terminate the contract. Either the client or Tebbe Civil Engineering, LLC. may terminate this agreement at any time, with or without cause, upon giving the other party sixty (60) calendar days prior written notice. Client shall, within thirty (30) days of such termination, pay Tebbe Civil Engineering, LLC. for all services rendered and all costs incurred through the date of termination, in accordance with the compensation provisions set forth in the scope of services.
- 4. Delays** Tebbe Civil Engineering, LLC. is not responsible for delays caused by factors beyond its reasonable control, including, but not limited to, delays because of strikes, walkouts, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the client to furnish timely information or approve or disapprove of Tebbe Civil Engineering, LLC. services or work product promptly, or delays caused by the performance of others. When such delays occur, client agrees that Tebbe Civil Engineering, LLC. is not responsible for damages, nor shall it be deemed to be in default of this agreement.
- 5. Ownership of Documents** Client acknowledges Tebbe Civil Engineering, LLC. reports, plans, specifications and calculations, including electronic media, as instruments of professional service, not products. These documents are and shall remain the sole and exclusive property of Tebbe Civil Engineering, LLC. Said documents shall not be used by client, or transferred to another party, for use in other projects, additions to current project, or any other purpose for which the material was not strictly intended without Tebbe Civil Engineering, LLC. express written permission. The client agrees to hold-harmless and indemnify Tebbe Civil Engineering, LLC. against all claims arising out of any unauthorized reuse of these documents.
- 6. Time to Bar Legal Action** Any legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred, and under no circumstances shall any such claims be initiated by either party, after two (2) years have passed from the date of substantial completion of the services provided by Tebbe Civil Engineering, LLC. regarding the project.
- 7. Mediation** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussion between parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. Should mediation resolve the matter, the result is binding on the parties. Such mediation shall take place within 30 days after notice of one party to another and a mediator has been mutually agreed upon.
- 8. Limitation of Liability** In recognition of the relative risks and benefits of the project to both client and relative risks and benefits of the project to both client and Tebbe Civil Engineering, LLC., the risks have been allocated such that client agrees, to the fullest extent permitted by law, to limit the liability of Tebbe Civil Engineering, LLC and its employees to the client and to all contractors, subcontractors, materialmen and others rendering services for client on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims or expenses from any cause or causes, so that the total aggregate liability of Tebbe Civil Engineering, LLC. and its employees to all those named shall not exceed Fifty Thousand Dollars (\$50,000), or Tebbe Civil Engineering, LLC. total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 9. Legal Jurisdiction** All questions concerning the validity, meaning or enforcement of this Agreement, and all questions relating to the performance hereunder, shall be judged and resolved in accordance with the laws of the State of Ohio. Client and Tebbe Civil Engineering, LLC. agree that, except for any restrictions regarding subject matter jurisdiction, any State or Federal Court located in Franklin County, Ohio, shall have jurisdiction to hear and decide any case or controversy between them regarding this agreement or the work contemplated hereunder. Client agrees not to bring any action, whether legal or equitable, against Tebbe Civil Engineering, LLC. except in a State or Federal Court located in Franklin County, Ohio. Client consents to service of process from said courts, according to the rules thereof, and waive any objections regarding inconvenient forum, venue or personal jurisdiction.
- 10. Standard of Care** Client understands that the standard of care consultant is required to uphold can only be determined after the fact, through appropriate research by qualified experts. Client agrees that, should it for any reason become necessary to identify the standard of care applicable to consultant's services, client shall cause client's expert to use those research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, National Society of Professional Engineers, Interprofessional Council on Environmental Design, American Association of Engineering Societies, and other respected national, regional, and international organizations, as related in the document, Recommended Practices for Design Professionals Engaged as Experts in the Resolution of Construction Industry Disputes.
- 11. Control of Work** Tebbe Civil Engineering, LLC., shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs, since these are solely the contractor's responsibility. Tebbe Civil Engineering, LLC shall not have control over or charge of acts or omissions of the contractor, sub-contractors, or their employees or any other persons performing portions of the work.
- 12. Waiver of Consequential Damages** Because their nature and amount are uncertain and engender disputes, the Parties hereby mutually waive any claims for consequential damages which either might have against the other concerning this Agreement or its termination.



**CONFIDENTIAL**

**Tebbe Civil Engineering, LLC  
Scope of Services and Schedule of Fees  
Village of Shawnee Hills  
Ashtville Randolph Street Reconstruction**

**Services Proposal**

4/27/2021

Description of Services		Principal 125	PM 120	Project Engineer 85	Design Engineer 75	Expenses Base Fee	Labor Base Fee
<b>Randolph Street Reconstruction (P2017)</b>							
<b>Task A - Meetings \ Coordination</b>							
Yes	Project Coordination		8		4		\$1,260
Yes	Site Visits		8			150	\$1,110
Yes	Meet with Village staff to discuss design elements		4		4	50	\$830
	<b>Subtotal</b>		<b>20</b>		<b>8</b>	<b>200</b>	<b>\$3,200</b>
<b>Task B - Survey Services</b>							
Yes	Control Survey						\$800
Yes	Field Data Collection						\$3,000
Yes	Right of Way & Property Line Mapping						\$1,200
Yes	Utility Survey						\$800
Yes	CAD Model and Survey Drawing				8		\$2,600
	<b>Subtotal</b>				<b>8</b>		<b>\$8,400</b>
<b>Task C - Private Utility Coordination</b>							
Yes	Coordination/Communication with Private Utility Owners		8		8	100	\$1,660
Yes	Submit Plans to Private Utility Owners				8	100	\$700
	<b>Subtotal</b>		<b>8</b>		<b>16</b>	<b>200</b>	<b>\$2,360</b>
<b>Task D - Construction Plans</b>							
Yes	Title Sheet		2		8		\$840
Yes	Typical Sections		2		12		\$1,140
Yes	General Notes		2		8		\$840
Yes	Maintenance of Traffic Notes		2		10		\$990
Yes	Maintenance of Traffic Plan		2		10		\$990
Yes	General Summary		2		16		\$1,440
Yes	Plan and Profile		8		60		\$5,460
Yes	Cross Sections		2		32		\$2,640
Yes	Details		2		8		\$840
Yes	Intersection Details		2		32		\$2,640
Yes	Drive Details		2		20		\$1,740
Yes	Drainage Details		2		24		\$2,040
Yes	Drainage Profiles		2		24		\$2,040
Yes	Pavement Marking and Signage Plan		2		4		\$540
Yes	Erosion Control		2		8		\$840
Yes	Prepare Construction Cost Estimates		2		4		\$540
	<b>Subtotal</b>		<b>38</b>		<b>280</b>		<b>\$25,560</b>
<b>Task E - Services During Bidding / Construction Administration</b>							
Yes	Prepare Bid Documents		8		8	750	\$2,310
Yes	Attend Pre-bid Meeting		4		4	50	\$830
Yes	Review bids and recommend lowest and best bidder		4				\$480
Yes	Conduct Pre-construction meeting		4			50	\$530
Yes	Review Shop Drawings		4		4		\$780
Yes	Meet with contractor during construction		8			200	\$1,160
	<b>Subtotal</b>		<b>32</b>		<b>16</b>	<b>1050</b>	<b>\$6,090</b>
	<b>Total Estimated Fee</b>		<b>98</b>		<b>328</b>	<b>\$1,450</b>	<b>\$45,610</b>

