

RESOLUTION. R20-18

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO  
CONTRACT FOR SERVICES WITH CTL ENGINEERING INC.

WHEREAS, the Village of Covington intends to complete the complete reconstruction of High Street from State Route 36 to State Route 41 located in said Village;

WHEREAS, the Village of Covington has been awarded grants for the reconstruction of High Street located in said Village;

WHEREAS, it is necessary to engage engineers to continue the development of a geotechnical survey, to be used to complete the phase 1 design for said project;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: The Village Administrator is authorized to enter into the attached agreement with CTL Engineering Inc. for geotechnical engineering services described in attachment A, not to exceed \$9,975.00;

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED: May 21, 2018:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk / Fiscal Officer

May 17, 2018

Village of Covington  
1 South High Street  
Covington, OH 45318

Attention: Mr. Michael Busse  
Village Administrator

Reference: Proposal for Geotechnical Engineering Services  
**High Street Reconstruction**  
Covington, OH – Miami County  
CTL Proposal No.: 18050040WAP-PPL

Mr. Schmitmeyer:

CTL Engineering, Inc. is pleased to submit this cost proposal to provide geotechnical engineering and drilling services on the above referenced roadway project.

#### **PROJECT DESCRIPTION**

It is understood that approximately 2,500 feet of High Street (State Route 48), in the Village of Covington, Ohio, from East Troy Pike (State Route 41) to East Broadway Street (US Route 36) is intended to be reconstructed. The reconstruction will include replacement of the existing pavements, improving the subgrade soils, and possible utility, sidewalk, and curb modifications. Design details for the reconstruction are unknown.

#### **SCOPE OF WORK**

Our exploration will consist of evaluating existing site conditions, coring the existing pavement, drilling soil borings, sample evaluation, and conventional reporting that includes the calculation of an estimated CBR value; embankment recommendations; and proposed subgrade stability recommendations. The project approach will follow the guidelines of ODOT Specifications of Subsurface Explorations (SGE) and Geotechnical Bulletin GB1. The scope of work will consist of:

1. Eight (8) subgrade test borings [B-001-0-18 thru B-008-0-18] will be drilled within the northbound and southbound lanes of High Street. Borings will be performed at spaced intervals not to exceed ODOT's requirement of 400 feet, and as indicated on the Proposed Boring Plan Sheet. Borings will be positioned to minimize traffic disturbance; and will be advanced to depths of 7 feet each. At each boring location, subgrade soils will be subjected to continuous SPT sampling.

2. All boreholes will include ground water level readings when groundwater is encountered and at completion of drilling the bore hole. Auger cuttings mixed with grout and/or bentonite will be used to backfill the drilled test borings, and boring surfaces will be patched with concrete.
3. Soil data obtained from field and laboratory testing will be analyzed to determine the existing soil conditions and to develop subsurface models needed for earthwork and site preparation, soil modification if necessary, groundwater management, pavement design recommendations and other recommendations.
4. Test boring logs, laboratory testing and recommendations will be submitted electronically in a written electronic report.

### **PROJECT APPROACH**

In this proposal, we are providing a fee for coring the existing pavement, and drilling and sampling the test borings. Test borings will be marked in the field and OUPS will be called by CTL. Given the moderate to high volume of traffic and location of the project, whenever possible we will attempt to position the drill rig to reduce traffic delays and optimize safety for our drill crew and the public. One lane of traffic will be infringed upon and temporarily closed for periods of time in order for the borings to be drilled. It is our intent to allow at least one lane of traffic to remain open at all times. It is understood that the Village of Covington will provide traffic control during our drilling operations.

CTL Engineering is prequalified by ODOT for geotechnical drilling and laboratory services. All drilling, sampling, and field testing will be performed in accordance with standard geotechnical engineering practices and current ODOT procedures. In the borings, soil samples will be obtained at regular intervals by means of the Standard Penetration Test, using a calibrated automatic 140-pound hammer and split barrel samplers.

Split-barrel samples obtained from the drilling operation will be identified in the field and preserved in glass jars for further laboratory testing. All samples will be transported to our laboratory for further identification and testing. Select samples will be subjected to particle-size analysis, Atterberg Limit, moisture content, water soluble sulfate, and if required, loss-on-ignition tests.

### **SCHEDULE**

CTL can generally mobilize and begin field work within 5 to 15 days of receiving written authorization to proceed. The drilling is estimated to take 1 to 2 days to complete, depending upon weather conditions and if any restrictions are associated with when work can be done. Laboratory testing is expected to take approximately 2 weeks to complete. A preliminary report and boring logs may be provided subsequent of receiving written authorization to proceed and completion of the field work. If this schedule does not meet your requirements, please contact us so that we can discuss alternatives to provide quicker service.

### CONTINGENCIES

This proposal does not include the costs incurred due to any unforeseen conditions. Whenever the actual amount of work will exceed the estimated quantity, the client will be notified and authorization will be obtained, prior to CTL performing additional work. In addition, this information is proprietary and confidential and CTL assumes no responsibility or liability for the reliance hereon or use hereof by anyone other than the Access Engineering Solutions and their designated representatives.

### PROCEDURES

The following items will be included in the services provided by CTL Engineering, Inc.

- A. Contact Ohio Utility Protection Services (OUPS) to locate underground utilities. CTL Engineering will not be responsible for damage to utilities that are improperly marked.
- B. Coordinate location of borings with Access Engineering and the Village of Covington and perform boring layout of each soil boring location.
- C. ~~Provide traffic control consisting of signage, cones, and flashing lights on vehicles.~~
- D. Field and laboratory testing in accordance with ODOT procedures.
- E. Engineering evaluation and reporting to include:
  1. General description of site and geology
  2. Boring log and soil profile to include:
    - a. Surface elevation at the test boring locations
    - b. Thickness of topsoil, fill, soil strata and bedrock
    - c. Groundwater encountered during drilling and at completion of drilling
    - d. Standard penetration and moisture content values as a function of depth
    - e. All items (a) through (d) will be in reference to elevations as determined by the site survey
  3. Existing roadway pavement material thickness, if borings are positioned within the existing roadway.
  4. Recommended CBR value based upon ODOT GB1 analysis.
  5. Subgrade stability recommendations including soft soil replacement locations and stabilization requirements.
- F. One electronic (pdf) copy of the geotechnical exploration report.

### CLOSING

Based on the amount of work anticipated, it is estimated that our total fee for professional engineering services is as noted below and as presented in the attached datasheets. If the total cost should exceed 10% above the estimated fee due to unforeseen soils condition, we will contact you to obtain approval prior to performing the additional work.

<b>Cost of Drilling 8 Soil Test Borings, Laboratory, and Engineering Services per ODOT GB1:</b>	<b>\$ 9,975.00</b>
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The above fee assumes traffic control will be provided by the Village of Covington. Should this assumption be in error and CTL is responsible for performing traffic control, an additional fee of \$1000.00 will be imposed. The field drilling and testing will be performed during typical daylight hours (8 a.m. to 5 p.m.). If additional drilling, sampling, testing, engineering analysis or evaluation beyond that discussed in this proposal is required, we will contact you for authorization prior to performing the additional work.

Please find attached a copy of our Agreement for Engineering and Testing Services. If this proposal meets with your approval, please sign the agreement and return it to our office at your earliest convenience. We will mail a copy of the executed agreement to your office for your file. Purchase orders should reference CTL Proposal No. 18050040WAP-PPL.

Invoices are submitted and payable net upon receipt for the portion of the work completed to that date. One and one-half percent interest per month will be charged on Past Due accounts. This proposal is firm for a period of 60 days. After 60 days, the proposal shall be reconfirmed by the appropriate parties as to availability and pricing.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions or need further information, please contact us at (419) 738-1447.

Respectfully submitted,  
**CTL ENGINEERING, INC.**




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Frederick L. Schoen, P.E.  
Geotechnical Project Engineer  
CTL Engineering - Wapakoneta, OH



2500 ft. of project length / 400 ft. max. spacings per SGE = 8 borings

PROPOSED BORING LOCATION PLAN				
 <b>CTL ENGINEERING, INC.</b> GEOTECHNICAL ENGINEERS TESTING * INSPECTION LABORATORY SERVICES	Date	Access Engineering Solutions Hight Street Reconstruction Covington, OH Miami County		
	4/3/2018			
	Scale			
	None			
	Drawn By	Reviewed By	Page	Proposal No.
	FS		1 of 1	18050040WAP-PPL

AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

**Village of Covington**  
**1 South High Street**  
**Covington, OH - 45318**  
**USA**

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name        **High Street Reconstruction**

Proposal No.        **18|05|0040|WAP|PPL**

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

**CTL Engineering, Inc.**  
**Attn: Mr. C. K. Satyapriya**  
**102 Commerce Drive**  
**PO Box 44**  
**Wapakoneta, Ohio - 45895**  
**USA**

If to CLIENT,

**Village of Covington**  
**Attn : Mike Busse**  
**1 South High Street**  
**Covington, OH - 45318**  
**USA**

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. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

**CTL Engineering, Inc.**  
**(CTL)**

**Village of Covington**  
**(CLIENT)**

\_\_\_\_\_  
Signature

**Frederick Schoen, P.E. Department Manager**

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

## Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

## Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

## Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

## Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

## Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

## Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.



## Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination., CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

## Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.