

RESOLUTION NO. 50-15
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON
THE 16th DAY OF November, 2015.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUB-DIVIDER'S CONTRACT FOR INSTALLATION OF SANITARY SEWER, ON BEHALF OF THE CITY OF CENTERVILLE WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, FOR THE INSTALLATION OF A SANITARY SEWER TO SERVE THE GROVE AT YANKEE TRACE RESIDENTIAL DEVELOPMENT.

WHEREAS, it is necessary for the City of Centerville to enter into a Sub-Divider's Contract with the Board of County Commissioners of Montgomery County, Ohio, for the installation of a sanitary sewer to serve The Grove at Yankee Trace Residential Development and

WHEREAS, to accomplish this, the Board of County Commissioners of Montgomery County, Ohio, requires a Sub-Divider's Contract in consideration for being permitted to connect to existing sanitary sewer lines in The Grove at Yankee Trace.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to enter into a Sub-Divider's Contract with the Board of County Commissioners of Montgomery County, Ohio, in order to install a sanitary sewer for service to The Grove at Yankee Trace Residential Development, in a form substantially similar to a copy of which is attached hereto, marked Exhibit "A" and incorporated herein.

Section 2. That the City Manager is hereby authorized and directed to do any and everything necessary to negotiate terms of said Agreement that are acceptable to the City to allow the project to proceed.

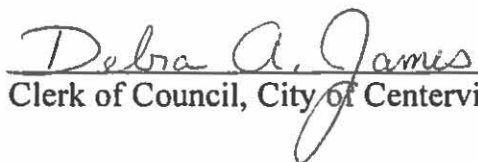
Section 3. That this Resolution shall become effective at the earliest date allowed by law.

PASSED this 16th day of November, 2015.



Mayor, City of Centerville, Ohio

ATTEST:



Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 50-15, passed by the Council of the City of Centerville, Ohio, on the 16th day of November, 2015.



Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney



Sub-Divider's Contract for Installation of Sanitary Sewer and/or Water Mains

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Sub-Divider," and THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Board."

WITNESSETH:

In consideration for being permitted to file this plat and/or to connect to existing sanitary sewer lines and/or water mains in the _____ Plat, (if applicable), and as shown by engineering drawings and specifications marked as follows; all of which are part of this contract:

NAME OF CONSTRUCTION DRAWING: _____

SPECIFICATIONS:

Standard specifications for the construction of sanitary sewer and water lines in Montgomery County and latest revisions:

Said work shall include the construction of approximately:

Water Mains:

- _____ feet of _____ inch D.C.I. Water Main
- _____ feet of _____ inch D.C.I. Water Main
- _____ each _____ inch Gate Valves and Valve Boxes
- _____ each _____ inch Gate Valves and Valve Boxes
- _____ each type "K" copper service line(s) including corp stop, curb stop, and box
- _____ Fire Hydrant(s)

Sanitary Sewer:

- _____ Lin.Ft. _____ inch diameter Sanitary Sewer Main
 - _____ Lin. Ft. _____ inch diameter Sanitary Sewer Main
 - _____ each 4" diameter Sanitary Sewer Lateral including wye or tee and plug
 - _____ each 6" diameter Sanitary Sewer Lateral including wye or tee and plug
 - _____ Lin. Ft. 0' - 8' Sewer Excavation and Backfill
 - _____ Lin. Ft. 08' - 10' Sewer Excavation and Backfill
 - _____ Lin. Ft. 10' - 12' Sewer Excavation and Backfill
 - _____ Lin. Ft. 12' - 14' Sewer Excavation and Backfill
 - _____ Lin. Ft. 14' - 16' Sewer Excavation and Backfill
 - _____ Lin. Ft. 16' - 18' Sewer Excavation and Backfill
 - _____ Lin. Ft. 18' - 20' Sewer Excavation and Backfill
 - _____ Standard Manholes
 - _____ Drop Manholes
 - _____ Connections to existing Manholes
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Final As-Built Drawings – shall consist of final tracings of the work actually constructed as outlined in the Montgomery County Rules & Regulations.

The Sub-Divider shall perform all work, including acceptable as-built drawings within two (2) years from the date of this contract, but an extension may be granted if approved by the Board of County Commissioners.

The Sub-Divider shall guarantee all the work for a period of one (1) year from the date of written acceptance of the lines by the Sanitary Engineer, against defects resulting from the use of inferior materials, equipment or workmanship.

The Sub-Divider will be required during the life of the guarantee to make all repairs or changes in the guaranteed work which in the opinion of the Sanitary Engineer, are

necessary as the result of the use of material, equipment, or workmanship which are inferior, defective or not in accordance with the Standard Specifications/Rules and Regulations for construction of sanitary sewer and water lines in Montgomery County and latest revisions thereof.

The Sub-Divider shall within a period of seven (7) working days after receipt of notice from the Sanitary Engineer and without expense to the County proceed to remove and replace all unsatisfactory work with suitable materials, equipment and workmanship.

Failure by the Sub-Divider to proceed with the terms of the guarantee shall be sufficient reason for the County to have the defects corrected, and the Sub-Divider and his Surety shall be liable for the expenses incurred by the corrections.

If in the opinion of the Sanitary Engineer an emergency arises that jeopardizes continuity of service or public health, welfare, or safety, and the Sub-Divider is unable to remedy the situation at the time it exists, the County reserves the right to immediately take steps without any notice to have the situation remedied, and the Sub-Divider and his Surety shall be liable for all expenses incurred in making these repairs.

All special guarantees applicable to definite parts of work or equipment shall be subject to the terms of this section during the first year of such special guarantees.

The request for the release of this Sub-Divider's Contract shall constitute a dedication to Montgomery County of the aforementioned improvements, subsequent to completion and acceptance, after inspection and testing, of construction.

The Sub-Divider is to execute a Performance Bond or Letter of Credit equal to 100% or post a Cashier's or Certified Check equal to 20% of the cost of construction based upon an estimate acceptable to the Sanitary Engineer and to the satisfaction of the Board of County Commissioners to ensure the faithful performance of this Agreement. The minimum amount of the Cashier's or Certified Check shall not be less than \$5,000.00.

The Sub-Divider may begin construction prior to posting the Surety provided the Record Plan has not been recorded. The Sub-Divider shall execute a Performance Bond or Letter of Credit equal to 20% or post a Cashier's or Certified Check equal to 20% of the cost of construction based upon an estimate acceptable to the Sanitary Engineer and to the satisfaction of the Board of County Commissioners, for all work constructed and accepted prior to the recording of the Record Plan. The minimum amount of the Cashier's or Certified Check shall not be less than \$5,000.00. If a Cashier's or Certified Check is presented to the Sanitary Engineer, it shall be deposited into a non-interest bearing account with the County Auditor.

This obligation shall remain in force until released by Resolution of the Board of County Commissioners of Montgomery County, Ohio.

WITNESSES:

Signature

(Print)

Signature

(Print)

WITNESSES:

Signature

Signature

Signature

Signature

ATTEST:

Clerk

SUB-DIVIDER

Signature

(Print)

Address

Title (Print)

**THE BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY OHIO**

By _____
Judy Dodge

By _____
Dan Foley

By _____
Deborah A. Lieberman

OR

By _____
Montgomery County Administrator

**APPROVED AS TO FORM BY:
Mathias H. Heck Jr., Prosecuting Attorney**

By _____
Assistant Prosecuting Attorney