

RESOLUTION NO. 25-11  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gresham ON THE  
18th DAY OF July, 2011.

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 HIGHLANDS 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 Highlands 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 Highlands 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 Highlands at Yankee Trace Residential Development, 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 carry out the terms of said Agreement.
- Section 3. That this Resolution shall become effective at the earliest date allowed by law.

PASSED this 18<sup>th</sup> day of July, 2011.

C. Mark Kuykendall  
Mayor, City of Centerville, Ohio

ATTEST:

Debra A. James  
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 25-11, passed by the Council of the City of Centerville, Ohio, on the 18<sup>th</sup> day of July, 2011.

Debra A. James  
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 The City of Centerville, Ohio, 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 Highlands at Yankee Trace Section Three Plat, as shown by engineering drawings and specifications marked as follows; all of which are part of this contract:

**NAME OF DRAWING**

**DRAWING NUMBER**

The Highlands at Yankee Trace Section Two Offsite Sewer Extension

**SPECIFICATIONS:**

Standard specifications for the construction of sanitary sewer and water lines in Montgomery County and latest revisions: (including final "as built" tracings of the work as actually constructed as soon as possible after being tested and approved).

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)

**Sub-Divider's Contract**

**Sanitary Sewer:**

<u>1,169</u>	Lin.Ft. <u>8"</u> inch diameter Sanitary Sewer Main
_____	Lin. Ft. _____ inch diameter Sanitary Sewer Main
<u>36</u>	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
<u>971</u>	Lin. Ft. 10' - 12' Sewer Excavation and Backfill
<u>198</u>	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
<u>8</u>	Standard Manholes
_____	Drop Manholes
<u>1</u>	Connections to existing Manholes
<u>1</u>	Adjust Existing Manhole to proposed grade

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The Sub-Divider shall perform all work within one (1) year 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 Engineer, are necessary as the result of the use of materials, 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.

### **Sub-Divider's Contract**

The Sub-Divider shall within a period of seven (7) working days after receipt of notice from the Water Services 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 County Water Services 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 County Water Services 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

### **Sub-Divider's Contract**

County Water Services 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.

**Sub-Divider's Contract**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print)

The City of Centerville, Ohio  
**SUB-DIVIDER**

\_\_\_\_\_  
Signature

Gregory Horn  
(Print)  
100 West Spring Valley Road  
Centerville, Ohio 45458

\_\_\_\_\_  
Address

City Manager  
\_\_\_\_\_  
Title (Print)

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

By \_\_\_\_\_  
Judy Dodge

By \_\_\_\_\_  
Dan Foley

By \_\_\_\_\_  
Deborah A. Lieberman

OR

By \_\_\_\_\_  
Deborah A. Feldman  
Administrator  
Montgomery County, Ohio

**ATTEST:**

\_\_\_\_\_  
Clerk

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

By \_\_\_\_\_  
Assistant Prosecuting Attorney

6/1/2011

**THE HIGHLANDS AT YANKEE TRACE  
OFFSITE SANITARY SEWER  
ESTIMATE OF PROBABLE COST**

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>COST</i>
<b>SANITARY</b>					
S-1	Connect to Ex. Kor-N-Seal	1	EA.	\$ 1,500.00	\$1,500.00
S-2	Reconstruct Ex. MH to Proposed Grade	1	EA.	\$ 1,000.00	\$1,000.00
S-2	8" Main	1,169	L.F.	\$ 52.00	\$60,788.00
S-3	Sanitary Manhole	8	EA.	\$ 2,200.00	\$17,600.00
S-4	8" x 4" Wye	36	EA.	\$ 125.00	\$4,500.00
S-5	4" Sanitary Laterals	1,131	L.F.	\$ 44.00	\$49,764.00
Sanitary Sub-Total					<b>\$135,152.00</b>
<b>EARTHWORK &amp; SEDIMENT CONTROL</b>					
E-1	Clearing	1	LS	\$ 3,000.00	\$3,000.00
E-2	Lower Grade at Manhole Locations	1,000	CY	\$ 3.50	\$3,500.00
E-3	Seeding & Mulching	5,000	S.Y.	\$ 0.50	\$2,500.00
E-4	Silt Fence	500	L.F.	\$ 3.00	\$1,500.00
Sediment Control Sub-Total					<b>\$10,500.00</b>
<b>MISCELLANEOUS</b>					
M-1	Mobilization	1	LS	\$ 1,500.00	\$1,500.00
M-2	Maintain and Re-Establish Construction Road	1	LS	\$ 5,000.00	\$5,000.00
Miscellaneous Sub-Total					<b>\$6,500.00</b>
<b>MONTGOMERY COUNTY INSPECTION FEES</b>					
I-1	Mainline (Inspection)	1,169	LF	\$ 1.65	\$1,928.85
Inspection Fee Sub-Total					<b>\$1,928.85</b>
<b>TOTAL</b>					<b>\$154,080.85</b>