

**RESOLUTION NO. 43-24**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER JoAnne Rau ON  
THE 15<sup>th</sup> DAY OF April, 2024.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUB-DIVIDER'S CONTRACT FOR INSTALLATION OF SANITARY SEWER AND/OR WATER MAINS, 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 DIMCO WAY EXTENSION 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 Dimco Way Extension 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 and/or water mains lines in Dimco Way Extension.

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 Dimco Way Extension 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 15<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
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 43-24, passed by the Council of the City of Centerville, Ohio, on the 15<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
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 \_\_\_\_\_ Dimco Way \_\_\_\_\_ Plat, as shown by engineering drawings and specifications marked as follows; all of which are part of this contract:

NAME OF DRAWING	DRAWING NUMBER
Public Sanitary Sewer Extension Plan and Profile	C200
Public Water Main Extension Plan and Profile	C201

**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:**

- 388 feet of 8 inch D.C.I. Water Main
- 72 feet of 6 inch D.C.I. Water Main
- 7 each 8 inch Gate Valves and Valve Boxes
- 3 each 6 inch Gate Valves and Valve Boxes
- N/A each type "K" copper service line(s) including corp stop, curb stop, and box
- 2 Fire Hydrant(s)

**Sanitary Sewer:**

<u>289</u>	Lin. Ft. <u>8</u> inch diameter Sanitary Sewer Main
<u>30</u>	Lin. Ft. <u>6</u> inch diameter Sanitary Sewer Main
<u>N/A</u>	each 4" diameter Sanitary Sewer Lateral including wye or tee and plug
<u>1</u>	each 6" diameter Sanitary Sewer Lateral including wye or tee and plug
<u>319</u>	Lin. Ft. 0' - 8' Sewer Excavation and Backfill
<u>N/A</u>	Lin. Ft. 08' - 10' Sewer Excavation and Backfill
<u>N/A</u>	Lin. Ft. 10' - 12' Sewer Excavation and Backfill
<u>N/A</u>	Lin. Ft. 12' - 14' Sewer Excavation and Backfill
<u>N/A</u>	Lin. Ft. 14' - 16' Sewer Excavation and Backfill
<u>N/A</u>	Lin. Ft. 16' - 18' Sewer Excavation and Backfill
<u>N/A</u>	Lin. Ft. 18' - 20' Sewer Excavation and Backfill
<u>2</u>	Standard Manholes
<u>N/A</u>	Drop Manholes
<u>1</u>	Connections to existing Manholes

---

**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 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.

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.

Sub-divider shall indemnify, hold harmless and, not excluding the County's right to participate, defend the County, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sub-divider or any of its owners, officers, directors, agents, employees or

subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Sub-divider from and against any and all claims. It is agreed that Sub-divider will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Sub-divider agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Sub-divider for the County.

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)

APPROVED AS TO FORM:

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
Clerk

**SUB-DIVIDER:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Scott A. Liberman, Municipal Attorney

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

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

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

By \_\_\_\_\_  
Carolyn Rice

OR

By \_\_\_\_\_  
Montgomery County Administrator

**APPROVED AS TO FORM BY:**

Mathias H. Heck Jr., Prosecuting Attorney

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