

VILLAGE COUNCIL OF WAKEMAN, OHIO
RESOLUTION NO.: 2021-R-21

A RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH 7L CONSTRUCTION, LLC FOR CHERDON, PLEASANT, AND DEER RUN DRIVE STREET REPAIRS AND DECLARING AN EMERGENCY

WHEREAS, the Village Administrator has requested proposals for Cherdon, Pleasant, and Deer Run Drive Street repairs; and

WHEREAS, after a review of the submitted proposals, quotes and estimates, the Village Administrator believes that the following has provided the lowest and best proposal, and is a company qualified to furnish the labor, service and equipment necessary to satisfy needs of the village: 7L Construction, LLC; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WAKEMAN, STATE OF OHIO: (RC 731.18)

SECTION 1. That Council finds it is necessary to provide the following:
Cherdon, Pleasant, and Deer Run Drive Street repairs

SECTION 2. That Council finds that the following has submitted the lowest and best proposal and is a company/business/professional qualified to furnish the labor, service and equipment necessary to satisfy the requirements of the agreement:
7L Construction, LLC dated 9/9/2021

SECTION 3. That the Village Administrator is hereby authorized and directed to execute an Agreement consistent with the terms of the following proposal/quote/estimate ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:
7L Construction, LLC Proposal dated 9/9/2021 not to exceed \$7,600.00

SECTION 4. That the contract shall be executed in the name of the village and signed on its behalf by the village administrator. [Section 731.141 of the Ohio Revised Code; See also Section 133.02 of the Wakeman Codified Municipal Code]

SECTION 5. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

SECTION 6. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this Ordinance/Resolution is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s): **Administrator would like to start the process immediately.**

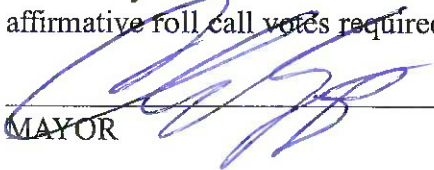
SECTION 7. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this Resolution/Ordinance were adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.


WHEREFORE, this legislation shall be in full force and effect from and after the earliest period allowed by law.

PASSED AND ADOPTED on this 13 day of September, 2021.

AUTHENTICATION and ATTESTATION
(RC 731.20)

We hereby attest and affirm that the foregoing Ordinance/Resolution received the necessary affirmative roll call votes required for passage by R.C. 731.17.


MAYOR


FISCAL OFFICER

Vote on the passage was taken by yeas and nays and entered upon the journal as follows R.C. 731.17(A)(3):

YEAS: 6 NAYS: 0 ABSTAIN: 0

First Reading: September 13, 2021
Second Reading: dispensed (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))
Third Reading: dispensed (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

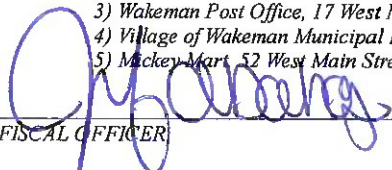
PREPARED BY AND APPROVED AS TO FORM [See also 731.21(B)]:


VILLAGE SOLICITOR, Steve Palmer

CERTIFICATE OF POSTING
(RC 731.25)

I hereby certify that pursuant to R.C. 731.25, a succinct summary of the above legislation was posted in not less than five of the most public places in the municipal corporation as determined by the legislative authority [see Wakeman Code 123.01] for a period of not less than fifteen days prior to the effective date at the following locations:

- 1) Wakeman Public Library, 18 East Abbott Street; and
- 2) Electronically online at official Village website; and
- 3) Wakeman Post Office, 17 West Main Street; and
- 4) Village of Wakeman Municipal Building, 59 Hyde Street; and
- 5) Mickey Mart, 52 West Main Street.


FISCAL OFFICER

ATTACHMENT

INDEPENDENT CONTRACTOR AGREEMENT
VILLAGE OF WAKEMAN, OHIO

PAVING AGREEMENT

2021 STREET PROJECT
Chardon, Pleasant, and Deer Run Drive Street Repairs

THIS AGREEMENT is made and entered into this 14 day of September
2021, by and between:

the Village of Wakeman, Huron County, Ohio, an Ohio Municipal Corporation and political subdivision, hereinafter referred to as "VILLAGE" with its principal governmental offices located at 59 Hyde St., Wakeman, OH 44889; and

7L Construction, LLC, with its principle place of business located at 553 Southwest St., PO Box 326, Bellevue, Ohio 44811 hereinafter referred to as "CONTRACTOR"

WITNESSETH:

WHEREAS, VILLAGE has deemed it necessary to require the construction, repair and replacement of certain paving and asphalt within the municipal corporation; and

WHEREAS, VILLAGE requested proposals for the current year Project(s); and

WHEREAS, CONTRACTOR submitted a proposal to VILLAGE for the current year Project(s); and

WHEREAS, VILLAGE determined the CONTRACTOR submitted the lowest and best proposal; and

WHEREAS, VILLAGE is desirous of entering into an Agreement with CONTRACTOR for providing the labor, materials and equipment relative to the current year Project(s) as set forth in the QUOTE/PROPOSAL dated 9/9/2021 ATTACHED HERETO and expressly incorporated herein by reference; and

WHEREAS, VILLAGE authorized the Mayor and Fiscal Officer to enter into this Agreement on behalf of the VILLAGE in Resolution No: 2021-R-21 passed on September 13, 2021, 2021.

NOW THEREFORE, in consideration of the mutual promises contained herein, the respective parties agree as follows:

1. CONTRACTOR will provide personnel, materials and equipment to perform the following work according to the specifications relative to: repaving as set forth in the proposal of CONTRACTOR, a copy of which is ATTACHED HERETO and expressly incorporated by reference herein.

2. DATE OF COMMENCEMENT. CONTRACTOR shall commence work not later than thirty (30) days from the date of this Agreement.

a. WORKERS COMPENSATION. CONTRACTOR shall, prior to commencement, provide VILLAGE with proof of workers' compensation coverage.

b. LIABILITY INSURANCE. CONTRACTOR shall, prior to commencement, provide VILLAGE with proof of general liability insurance, and the Village of Wakeman shall be named an additional insured on said policy and provide proof of the same.

3. CHANGE ORDERS. Any change orders due to unforeseen or unexpected circumstances, shall be submitted to the Mayor or Village Administrator, in writing, for approval PRIOR to performing any extra or additional work.

4. STANDARD OF CARE. CONTRACTOR shall exercise the same standard degree of care as is normal, customary and reasonable for providers of these types of services to areas such as Wakeman, Ohio.

5. TIME OF COMPLETION. CONTRACTOR shall complete work within SIXTY (60) DAYS from the date of commencement, unless otherwise agreed upon, in writing, by VILLAGE.

6. FAILURE TO COMPLETE ON TIME. In the event the work is not completed within the time required herein from the date of commencement without an agreement in writing by VILLAGE, a penalty of \$500.00 per day liquidated damages will be assessed for any work not completed within the aforementioned time.

7. SPECIFICATIONS. All work shall be done in accordance the Wakeman Codified Municipal Code, and specifications relative to repaving as set forth in the proposal, a copy of which is ATTACHED HERETO and expressly incorporated by reference herein.

8. RESTORATION OF WORK AREA

a. CONTRACTOR shall, prior to completion, repair all damages to any real or personal property on the work sites and perform any and all tasks necessary to the workmanlike completion of the project.

b. CONTRACTOR shall, prior to completion, clean the job site so that it is in substantially the same condition as it was prior to the beginning of the project.

9. FINAL INSPECTION, ACCEPTANCE. The project shall be deemed complete when the Mayor or the Village Administrator determines upon inspection that project meets all required specifications and restoration.

10. CONSIDERATION. VILLAGE shall compensate CONTRACTOR the sum of: Seven Thousand Six Hundred and 00/100 dollars (\$7,600.00).

11. FINAL PAYMENT. VILLAGE shall make final payment upon restoration of work area and acceptance after final inspection.

12. EMPLOYEES. Each party shall be independently responsible for the selection, compensation and

supervision of its own employees.

13. HOLD HARMLESS. CONTRACTOR shall indemnify and hold harmless VILLAGE from the claim of any person whomsoever for damages to person or property caused by any employee, agent or representative of CONTRACTOR.

14. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other. VILLAGE reserves all rights should VILLAGE suffer any loss because due to termination prior to date of completion.

15. NOTICE. All notices and demands required hereunder shall be in writing and shall be deemed to have been properly given and received if sent by certified U.S. mail, return receipt requested to the following address for each respective party hereto:

VILLAGE OF WAKEMAN:
c/o Village Administrator
59 Hyde Street
Wakeman, Ohio 44889

7L CONSTRUCTION, LLC:
c/o Statutory Agent, Donavon Karnehm
553 Southwest St.
P.O. Box 326
Bellevue, Ohio 44811

16. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and shall supersede any prior oral or written agreements representations, warranties or understandings between the parties relating thereto.

17. AMENDMENT. This Agreement shall not be amended or modified except by agreement in writing executed by both parties.

18. This Agreement will inure to the benefit of and constitute a binding obligation upon the parties hereto and their respective successors and assigns.

19. ASSIGNMENT. Neither party shall assign any rights nor delegate any duties hereunder without the prior written consent of the other party.

20. This Agreement shall be governed by the laws of the State of Ohio, Huron County.

21. Each fully executed counterpart hereof shall be deemed to be an original itself.


IN WITNESS WHEREOF, the parties have executed this Agreement in DUPLICATE, on the day and year first above written, by the Village Administrator on behalf of the VILLAGE, and by an authorized representative of CONTRACTOR.

VILLAGE OF WAKEMAN:



VILLAGE ADMINISTRATOR

IN THE PRESENCE OF:



Witness

7L CONSTRUCTION, LLC:



CONTRACTOR Signed



Witness

See STALEY

CONTRACTOR Print Name

President

CONTRACTOR Title

PREPARED BY AND APPROVED AS TO FORM:



VILLAGE SUPERVISOR Steve Palmer

CERTIFICATE OF AVAILABLE FUNDS
RC 5705.41(D)

Pursuant to Section 5705.41(D) of the Ohio Revised Code, I hereby certified that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the same fund free from any previous encumbrances.



FISCAL OFFICER

9/14/21

Date

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VILLAGE OF WAKEMAN:



VILLAGE ADMINISTRATOR

IN THE PRESENCE OF:



Witness

7L CONSTRUCTION, LLC:

CONTRACTOR Signed

Witness

CONTRACTOR Print Name

CONTRACTOR Title

PREPARED BY AND APPROVED AS TO FORM:



VILLAGE SOLLICITOR, Steve Palmer

CERTIFICATE OF AVAILABLE FUNDS
RC 5705.41(D)

Pursuant to Section 5705.41(D) of the Ohio Revised Code, I hereby certified that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the SMC fund free from any previous encumbrances.



FISCAL OFFICER

9/14/21

Date

ATTACHMENT

7L Construction, LLC.

553 Southwest St. P.O. Box 326 Bellevue, Ohio 44811
Phone 419-483-8347 Fax 419-483-7481

September 13, 2021

To: Village of Wakeman
59 Hyde Street
Wakeman, OH 44889

RE: Cherdon, Pleasant and Deer Run Drive Street Repairs

7L Construction, LLC. is pleased to submit a quotation for the above referenced project per the following specifications.

Provide all equipment, labor, and material needed to complete the following:

Cherdon, Pleasant and Deer Run Drive Repairs (Approx. 1,033 SF)

- Mill approximately 1,033 square feet of failed asphalt to a depth of 2" and haul spoils to Village dumpsite location
- Tack existing asphalt for proper adhesion of new asphalt
- Provide and Install 2" #448-1 asphalt surface course and compact with a vibratory roller
- Seal new asphalt edge where it meets existing asphalt with hot rubberized tar

We propose hereby to furnish material and labor, complete in accordance with the above specifications for the sum of.....\$7,600.00

Exclusions and Clarifications

- Any adjustments due to unforeseen hidden utilities or other unknown objects encountered during the job will be made with a field change order
- All work to be coordinated with property owner

Brad Klausing 7L Construction, LLC.



Acceptance of proposal

The above specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified, payment will be made in full thirty days from date of invoice

September 13, 2021
Date

September 14, 2021
Date

7L Construction, LLC.

553 Southwest St. P.O. Box 326 Bellevue, Ohio 44811
Phone 419-483-8347 Fax 419-483-7481

September 13, 2021

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September 13, 2021
Date

September 14, 2021
Date

Proposal valid for thirty days only