

VILLAGE COUNCIL OF WAKEMAN, OHIO
RESOLUTION NO.: 2021-R-24

A RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH D.L. SMITH CONCRETE, LLC FOR THE STONY BROOK LANE PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the Village Administrator has requested proposals for the Stony Brook Lane Project; 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: D.L. SMITH CONCRETE, 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:
STONY BROOK LANE PROJECT

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:
D.L. SMITH CONCRETE, LLC dated 8/30/21

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:
D.L. SMITH CONCRETE, LLC dated 8/30/21 not to exceed \$23,768.50

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

Third Reading: dispensed

(may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

(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 SCLICITOR, 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

STONE BROOK LANE PROJECT

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

D.L. Smith Concrete, LLC, with its principle place of business located at 585 Old State Rd, Norwalk, Ohio 44857 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 8/30/2021 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-24 passed on September 13, 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: Twenty Three Thousand Seven Hundred Sixty Eight and 50/100 dollars (\$23,768.50).

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

D.L. SMITH CONCRETE, LLC:
c/o Statutory Agent, Derek L. Smith
585 Old State Rd
Norwalk, Ohio 44857

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

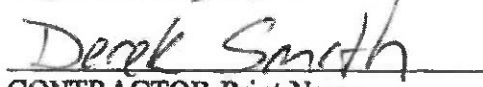
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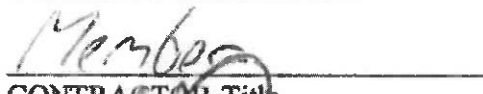

Witness

D.L. SMITH CONCRETE, LLC:


CONTRACTOR Signed


Witness


Derek Smith
CONTRACTOR Print Name

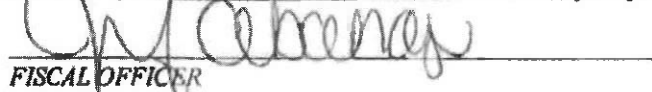

Member
CONTRACTOR Title

PREPARED AND APPROVED AS TO FORM:


VILLAGE SINGITOH, 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