

RESOLUTION 2018-06

VILLAGE OF NEW RICHMOND

Council for the Village of New Richmond, Ohio met in regular session this 25th day of June, 2018 with the following members present:

Dick Feldkamp,  
Mary Allen,

Gary Skeene <sup>7 KP 7-10-2018</sup>  
~~Amanda Davidson~~,

Paul Vanderbosch,  
Melanie Slade

Councilperson Feldkamp moved for adoption of the following:

**A Resolution Authorizing the Village Administrator to execute a Contract with Doll Layman, Ltd. for the New Richmond WWTP Flow Balancing Project and declaring an emergency**

**Whereas:** The Village of New Richmond desires to upgrade the efficiency of the Village Waste Water Treatment Plant, and

**Whereas:** The Village of New Richmond has received funding from the Ohio Water Development Authority, and

**Whereas:** The agreement is formally attached hereto and shown as exhibit "A", and

**Whereas:** The Village of New Richmond desires to execute this agreement.

**NOW THEREFORE BE IT RESOLVED,** by the Council of the Village of New Richmond, State of Ohio a majority of its members concurring:

1. That the Village of New Richmond authorizes the Village Administrator to accept this contract on the behalf of the village and be authorized to sign the contract for the Village of New Richmond.
2. That Council finds and determines that all formal actions relative to the passage of this resolution were taken in an open meeting and that all deliberations of Council which resulted in the passage of this Resolution were taken in meetings open to the public, in full compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

3. That the Council of the Village of New Richmond passes this resolution as an emergency for the health and safety of the Village in order to meet schedule promised to Ohio EPA and complete project prior to winter weather.

Councilperson Skeene seconded the motion to adopt the foregoing Resolution and upon roll call the vote was as follows:

Dick Feldkamp	<u>yes</u>
Gary Skeene	<u>yes</u>
Paul Vanderbosch	<u>yes</u>
Mary Allen	<u>yes</u>
Amanda Davidson	<u>Absent</u>
Melanie Slade	<u>yes</u>

First Reading	<u>6-12-2018</u>
Second Reading	<u>6-25-2018</u>
Third Reading	<u>                    </u>

Adopted: 6-25-2018  
Date

ATTEST:

<u>Kelly Painter</u>	<u>Ramona Carr</u>
CLERK OF COUNCIL, Kelly Painter	MAYOR, Ramona Carr

Approved as to form and content:

[Signature]  
SOLICITOR, Scott Sollmann

**CONTRACT AGREEMENT**

THIS AGREEMENT made as of the 29<sup>th</sup> day of May in the year 2018, by and between the Village of New Richmond, Ohio (hereinafter call the Owner) and Doll Layman, Ltd. (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - WORK - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Engineer shall mean the Owner's, or his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME – The number of days stated in the Proposal to complete the work so that it is ready for final payment as evidenced by Engineer's written recommendation for final payment.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Proposal, subject to additions and deductions provided for in the Contract Documents.

ARTICLE V - RETAINAGE – There will be no retainage on this contract. One (1) full payment will be made upon completion of the project.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully complete the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of One Hundred Dollars (\$100.00) for each calendar day beyond the specified completion date. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor's Proposal and Bonds.
- 8.3 Notice of Intent to Award, Notice to Proceed
- 8.4 Instructions for Submitting Proposal
- 8.5 Insurance Requirements
- 8.6 General Requirements
- 8.7 Technical Specifications
- 8.8 Any modifications, including change orders, duly delivered after execution of this Agreement.

In the event of a conflict, the Technical Specifications will govern.

ARTICLE VIII – TERMINATION FOR DEFAULT – Should Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE X – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XI – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XII – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of Ohio shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be Clermont County, Ohio unless the parties otherwise agree.



IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in Five (5) copies each of which shall be deemed an original on the date first above written.  
(Number of Copies)

**OWNER:**

Village of New Richmond

BY: [Signature]

NAME: Greg Roberts  
(Please Type)

TITLE: Village Administrator

(SEAL)

**ATTEST:**

[Signature]

NAME: JANET M REYNOLDS  
(Please Type)

TITLE: CLERK



Doll Layman, Ltd.

BY: C.S. D. U

NAME: C. Stephen Doll  
(Please Type)

TITLE: President

ADDRESS: 4195 Gibson Drive  
Tipp City, OH 45371

31-1590755

TELEPHONE NUMBER: (937) 667-4544

**ATTEST:**

NAME: Rita K. Konicki  
(Please Type)

TITLE: Office Manager

NR1711-B  
Village of New Richmond WWTP Flow Balancing

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