

RESOLUTION. R 06-24

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR OR MAYOR
TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MIAMI
COUNTY DEMOLITION REUTILIZATION CORPORATION

WHEREAS, the Village of Covington is a grant recipient to receive funds to demolish and rehabilitate certain structures within the village of Covington;

WHEREAS, The Miami County Demolition Reutilization Corporation has provided the Village with the Memorandum of Understanding, attached as Exhibit A, defining the terms and use of the funds granted to the Village;

WHEREAS, it is necessary for the Village of Covington to execute said understanding in order to receive said funds;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: the Village Administrator or Mayor is authorized to execute the Memorandum of Understanding, attached as Exhibit A, to receive the grant funds from The Miami County Demolition Reutilization Corporation; and

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

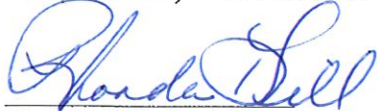
APPROVED February 5, 2024:



Lee Harmon Mayor



Derrick Canan, President of Council



Rhonda Gill, Clerk/Fiscal Officer

EXHIBIT A
Memorandum of Understanding for
Demolition and Structural Rehabilitation funded under the
Ohio Department of Development's Building Demolition and Site Revitalization
Program

This Memorandum of Understanding ("MOU") made and entered into on _____, 2024, by and among the Miami County Land Reutilization Corporation (LRC), the Village of Covington ("Owner"), Linda M. Williams and Billy J. Williams ("Property Owner") and Level MB, LLC, an Ohio limited liability company ("Contractor"), relating to the proposed demolition of structures located at 184 N. High Street, 186 N. High Street, 188.5 N. High Street and 192 N. High Street; Covington, Ohio 45318 and structural rehabilitation of property located at 196 N. High Street; Covington, Ohio 45318 (the "Proposed Transaction").

This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on any party, except for the BINDING TERMS section, which shall be binding on the Parties in accordance with its terms.

The following NON-BINDING TERMS section sets forth the non-binding understandings of the parties with respect to the Proposed Transaction.

NON-BINDING TERMS

LRC would:

1. Engage the Contractor to perform the specified demolition, clearance and site restoration work in accordance with the Instructions to Proposers, Proposal Form and Construction Plans; all of which are attached hereto as SCHEDULE 1-A.
2. Engage the Contractor to perform needed structural rehabilitation work at 196 N. High Street in order to keep this building structurally sound following demolition of the adjacent structures.
3. Instruct the Contractor to proceed with the demolition, site revitalization and structural rehabilitation work as of the date specified in the Notice to Proceed, and to complete the work by May 30, 2024.
4. Compensate the Contractor in the amount of One Hundred and Seventy-Three Thousand, Six Hundred and Nineteen Dollars and No Cents (\$173,619.00), for the demolition, site revitalization and structural rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the LRC. Compensation would be made in accordance with the method and schedule of payment shown below in this MOU.

Owner would:

1. Allow contractor access to the property to complete all work specified under this MOU.
2. Be solely liable and responsible to compensate the Contractor for any costs in excess of \$173,619.00.

Property Owner would:

1. Allow the Contractor access to the Property Owner's property to complete all work specified under this MOU.
2. Review the proposal submitted by the Contractor and approve the scope of work that would be completed on Property Owner's property.

Contractor would:

1. Perform the specified demolition, clearance and site restoration work in accordance with the Instructions to Proposers, Proposal Form and Construction Plans; all of which are attached hereto as SCHEDULE 1-A, for a total price of One Hundred and Seventy-Three Thousand, Six Hundred and Nineteen Dollars and No Cents (\$173,619.00) and would complete the work by May 30, 2024.
2. Guarantee the demolition and construction work for one (1) year after the date of Certificate of Completion.
3. Guarantee that the site is left in a safe, clean manner at the end of each working day including that any open pits or trenches are protected from accidental entry.
4. Provide for equal employment opportunity per federal Executive Order 11246 during the performance of this MOU as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, handicap, familial status, military status or national origin. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicap, familial status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - (b) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, age, handicap, familial status, military status or national origin.
 - (c) The Contractor will send to each Labor Union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the Labor Union or Worker's representative of the

Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor (Consultant) will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

5. To comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Contractor shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.
6. The Contractor and its personnel are knowledgeable and understand Ohio Ethics and Conflict of Interest laws and will abide by the provisions that no member, officer or employee of the County or its designees or agents, and that no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Community Development Block Grant funds.
7. The Contractor and its subcontractors have a Drug-Free Workplace Program in place, either through enrollment in the Ohio Bureau of Workers' Compensation (Ohio BWC's) Drug-Free Safety Program or through a comparable program with elements that are essentially similar to OhioBWC's Drug-Free Safety Program, except for the safety process requirements.
8. The Contractor shall be familiar with and follow all applicable Prevailing Wage Standards in place with the State of Ohio. The contractor shall be responsible for ensuring these standards are

followed for any subcontractors employed as part of this project. This includes the submittal of Certified Payroll Reports and Affidavits of Contractor Compliance when applicable.

BINDING TERMS:

The parties agree:

1. That the demolition, clearance and site restoration work described is all of the work that would be completed by the Contractor under this MOU. Any changes in the scope of work or this MOU would have to be approved by written Change Order and signed by all parties.
2. To not make any "side agreements" or to arrange for any asbestos removal, demolition, clearance and site restoration work or services not covered by this MOU until all work under this MOU is completed, approved and paid.
3. To the following payment schedule:

Schedule A: Payment in full, within Thirty (30) days, upon satisfactory completion of the work contained in this MOU.

Schedule B: Any other payment schedule mutually agreed to by the Contractor and LRC that is not in conflict with Schedule A.

Any payments would be subject to satisfactory final inspections by the LRC. Contractor is to submit any and all applicable waste shipment records, and shall furnish the LRC an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed work and any installed materials prior to Final Payment. In addition, a Certificate of Completion must be signed by the LRC prior to issuance of the final payment by the LRC. If the LRC deems it necessary to correct work not accomplished in accordance with this MOU and the Instructions to Proposers, Proposal Form and Construction Plans (SCHEDULE 1-A), an equitable deduction from Sections 4 and 5 of this MOU, and the itemized bid, based solely upon the judgment of the LRC shall be made.

4. That in the event of disputes, the LRC shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the demolition, clearance and site restoration work or the interpretation of this MOU and attached Exhibits. The LRC's decision in matters relating to the quality of work performed shall be final.
5. That the Contractor indemnifies and holds harmless the LRC (i.e., non-liability of the LRC); and its affiliates and employees, advisors and agents (each, an indemnified person) from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this MOU and terms herein or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto the accomplishment of the asbestos removal, demolition, clearance and site restoration work and execution of this MOU.
6. That the Property Owner indemnifies and holds harmless the LRC (i.e., non-liability of the LRC); and its affiliates and employees, advisors and agents (each, an indemnified person) from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this MOU and terms herein or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto the accomplishment of the asbestos

removal, demolition, clearance and site restoration work and execution of this MOU.

7. That if after 10 days from the completion date identified herein the Contractor has not satisfactorily completed all work as identified in this contract; the LRC may, at its discretion contract for the remainder of unfinished work with another qualified contractor. In this instance, the Contractor shall not be entitled to payment for any unfinished work identified in this contract.
8. Contractor is to take digital photographs of the work while it is in progress. Contractor is to take photographs at the start of the work, when the work is 50% complete, and when the work is complete. The photos must be taken at the same angle and show the same surrounding landmarks. Contractor is to submit said photographs to the LRC (c/o Dan Suerdieck), 1506 One Stop Court, Suite 6, Troy Ohio 45373 at the same time that the Request for Payment is submitted to the abovementioned Agency. Failure to provide in-progress photographs of the work shall warrant non-payment for the entire project.
9. This MOU is governed by and construed in accordance with the internal laws of the state of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the state of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Ohio
10. Nothing herein is intended or shall be construed to confer upon any person or entity other than the parties and their successors or assigns, any rights or remedies under or by reason of this MOU.
11. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by any party without the prior written consent of the other parties.
12. This MOU may be executed in counterparts, each of which is deemed to be an original, but all of which together constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this MOU have hereunto set their hands the date and year first above written.

ATTEST

**MIAMI COUNTY LAND
REUTILIZATION CORPORATION**

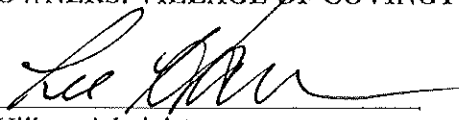
Daniel Suerdieck, Miami County DOD

Richard Osgood, Executive Director

ATTEST

OWNERS: VILLAGE OF COVINGTON

Daniel Suerdieck, Miami County DOD



Village Administrator

ATTEST

AFFECTED PROPERTY OWNERS:

Linda M. Williams

Billy J. Williams

ATTEST:

**CONTRACTOR:
LEVEL MB CONSTRUCTION**

Contractor's Name, Address and Phone Number:

SCHEDULE 1-A

Instructions to Proposers, Proposal Form and Construction Plans

[See attached.]