

A RESOLUTION RATIFYING THE LPA PROJECT AGREEMENT WITH THE STATE OF OHIO, DIRECTOR OF TRANSPORTATION FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE RESURFACING OF STATE ROUTE 176 AND STATE ROUTE 303, AND DECLARING AN EMERGENCY

WHEREAS, the Village and the Cleveland Water Department have been planning construction and installation of a water main line in the center of town in the vicinity of State Route 176 and State Route 303, which will require excavation and removal of the road surfaces; and

WHEREAS, the Ohio Department of Transportation (“ODOT”) has tentatively scheduled resurfacing of State Route 176 and State Route 303 for some time in 2022 and 2023, which is an independent and separate project from the water main line work; and

WHEREAS, the Village approached ODOT to discuss opportunities to coordinate the projects in order to limit the amount of disruption to the center of town by two back-to-back public improvement projects; and

WHEREAS, R.C. 5501.03 provides, among other things, that the Director of Transportation may coordinate the activities of ODOT with other appropriate public authorities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction inspection, and acceptance of any projects administered by the department, provided the administration of such projects is performed in accordance with all applicable state and federal laws and regulations with oversight by the department; and

WHEREAS, ODOT has agreed to reimburse the Village up to a maximum of \$320,000.00 for the actual costs of resurfacing State Route 176 and State Route 303 after the water main line construction and installation project is completed; and

WHEREAS, the LPA Project Agreement with ODOT was signed on behalf of the Village on May 6, 2020; and

WHEREAS, in order to secure the benefits of cooperation and coordination with ODOT, Council wishes to ratifying the LPA Project Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That LPA Project Agreement for the reimbursement of costs associated with the repaving of State Route 176 and State Route 303 (PID # 110668, Agreement # 34827), attached hereto as Exhibit A, is hereby ratified.


SECTION 2. That the Mayor and the Finance Director be and they hereby are authorized and directed to accept such funds in the amount of \$320,000.00 from ODOT, on behalf of the Village of Richfield as set forth in the ratified LPA Project Agreement referenced above.

SECTION 3. That the Mayor and the Finance Director be and they hereby are authorized to do all other things necessary to perform the terms and conditions required by the State of Ohio, Department of Transportation, for such funding for the reimbursement of costs associated with the repaving of State Route 176 and State Route 303.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that it is immediately necessary in order to allow the Project to move forward at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6-2-2020



President of Council



Mayor

ATTEST:


Clerk of Council

Dated: 6-2-2020

LPA PROJECT AGREEMENT (Modified) **Project Reimbursement Only**

This agreement is made by and between the State of Ohio, acting by and through the Director of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Village of Richfield, hereinafter referred to as the LPA, 4410 West Streetsboro Road, Richfield, Ohio 44286.

RECITALS:

WHEREAS, Section 5501.03 (C) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of the Department of Transportation with other appropriate public authorities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction inspection, and acceptance of any projects administered by the department , provided the administration of such projects is preformed in accordance with all applicable state and federal laws and regulations with oversight by the department; and,

WHEREAS, the LPA, will resurface State Route 176, from straight line mileage 2.33 to 2.81 and State Route 303, from straight line mileage 1.42 to 2.46, in the Village of Richfield, Summit County, Ohio.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1- RECITALS

1.1 The foregoing recitals are herby incorporated as a material part of this agreement.

SECTION 2- LEGAL REFEENCES

2.1 This Agreement is established pursuant to Section 5501.03(C) of the Ohio Revised Code and all applicable to federal laws and Regulations.

SECTION 3- OBLIGATIONS OF THE LPA

- 3.1 The LPA, will resurface State Route 176, from straight line mileage 2.33 to 2.81 and State Route 303, from straight line mileage 1.42 to 2.46, in the Village of Richfield, Summit County, Ohio.
- 3.2 The Village of Richfield will invoice ODOT for 80% of the actual costs incurred to resurface State Route 176, from straight line mileage 2.33 to 2.81 and State Route 303, from straight line mileage 1.42 to 2.46, in the Village of Richfield, Summit County, Ohio. up to a maximum of **\$ 320,000.00**.
- 3.3 Progressive invoices may be submitted for work completed during the pervious month or period showing the actual accrued cost incurred and costs billed to date.
- 3.4 Within thirty days (30) after the completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.5 All billing shall conform to ODOT Specifications for Contractor requirements and procedures.
- 3.6 Payment or reimbursement to the LPA shall be submitted to:

**Village of Richfield (Mayor Michael Wheeler)
4410 West Streetsboro Rd
Richfield, Ohio 44286**

SECTION 4- OF ODOT

- 4.1 ODOT shall pay or reimburse the LPA at a rate of 80%, the eligible items of expense up to a maximum of **\$ 320,000.00**.

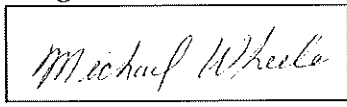
ODOT agrees to process all invoices within thirty (30) days following receipt. Final determination of cost eligibility shall rest with ODOT. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a clear statement regarding any specific cost ineligibility, or inform the LPA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the correct invoice.

SECTION 5- GENERAL PROVISIONS

- 5.1 This Agreement shall commence upon the date of the last signature hereto and shall expire upon the acceptance by the LPA of the final ODOT payment.
- 5.2 This Agreement and obligation of the parties herein may be terminated by mutual consent of both parties in accordance with the regulations of 23 CFR Part 668.
- 5.3 If in the event that any dispute arises between ODOT and the Village of Richfield concerning interpretation of, or performance pursuant of this Agreement, such a dispute shall be resolved solely and finally by the Director of Transportation.
- 5.4 This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 5.5 This contract shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 5.6 It is expressly understood by the parties that none of the rights, duties, and obligations described in this agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and when required such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that the State gives the other parties written notice that such funds have been made available to the State by the States funding source.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

LPA: **Village of Richfield**

By: 
Michael Wheeler

Title: Mayor

Date: May, 6, 2020

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____
Gery Noirot, P.E.

Title: District 4 Deputy Director

Date: _____

By: _____
Lauren M. Phillis, P.E.

Title: District 4 Planning Engineer

Date: _____