

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SUMMIT COUNTY FOR THE MAINTENANCE OF ROADWAYS LOCATED WITHIN THE VILLAGE, AND DECLARING AN EMERGENCY

WHEREAS, the public interest of the Village requires the regular maintenance of roadways located in the Village of Richfield (said improvements being referenced herein as the "Project"); and

WHEREAS, the Project's estimated cost for construction, construction engineering and inspection of specified roadways located in the Village (herein referenced as the "Project's Construction Cost") is \$200,000; and

WHEREAS, the Summit County Engineer and the Village desire to enter into an agreement, to confirm the Project's Construction Cost and to designate the County of Summit as the lead agency for administration of competitive bidding, and the Village as the lead agency for construction and construction engineering of the Project; and

WHEREAS, said Agreement will identify the Village's share of the Project's Construction Cost as an amount that will not exceed \$200,000; and

WHEREAS, this Council has determined that authorizing the Mayor to enter into the aforementioned agreement with County of Summit is necessary and in the best interest of the Village.

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

SECTION 1. The Mayor and Finance Director are hereby authorized to enter into an Agreement with the County of Summit, through the Summit County Engineer, for its 2021 road paving and maintenance program substantially in accordance with the Agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. The terms of said Agreement shall include the following:

- a. The parties estimate the Project's Construction Cost to be \$200,000, with said cost including construction engineering and inspection;
- b. The estimated cost to the Village shall be an amount not to exceed \$200,000;
- c. The City/Village shall provide all other financial resources necessary to fully complete the Project.

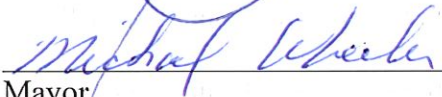
SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio and for the further purpose of allowing the bidding for the 2021 maintenance construction project for roadways within the Village of Richfield to proceed 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: 12-15-2020

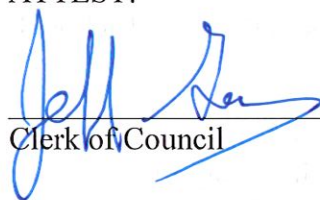


President of Council



Mayor

Dated: 12/15/2020

ATTEST:


Clerk of Council

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND
THE VILLAGE OF RICHFIELD
FOR PAVEMENT MAINTENANCE AND/OR MARKING COLLABORATION**

This Agreement of Cooperation is made this ____ day of _____, 2021 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer, hereafter referred to as the "Engineer", and the Village of Richfield (the "Village"), with the County and Village referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the Village is requesting Pavement Maintenance and/or Marking services within the Village's corporate limits as necessary; and

WHEREAS, the Village and the County recognize that collaboration on Pavement Maintenance and/or Marking projects can result in cost advantages for all participants due to increased volume of materials required and scheduling efficiencies for the service provider; and

WHEREAS, the Village and the County recognize that in order for all participants to fully benefit from collaboration it is imperative that participation in the project be maintained for the duration of the project once a service provider has been selected through the competitive bidding process; and

WHEREAS, the Village desires that the County will provide these services through the County Engineer; and

WHEREAS, by Village of Richfield Resolution No. _____, the Mayor is authorized to enter into an agreement with the County for the payment of costs of this Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

Section 1 – SCOPE OF WORK – PAVEMENT MAINTENANCE AND/OR MARKING

The Scope of Work covered by this Agreement consists of Pavement Maintenance and/or Marking within the Village's corporate limits. The parties have prepared an itemized inventory documenting the roads within the Village's corporate limits for which the Engineer shall perform Pavement Maintenance and/or Marking (the "Inventory"), said Inventory being attached hereto as Exhibit 1, which is fully incorporated herein. The parties agree that the County shall include the provided inventory in its regular bidding process.

If the parties desire that any new sections of roadway shall become part of this Agreement, the Inventory shall be adjusted accordingly and approved in writing by both parties as an amendment to this agreement.

Section 2 – VILLAGE RESPONSIBILITIES

- A) The Village shall make payments to the contractor directly as specified in the final contract awarded by the County.
- B) As part of the Inventory, the Village shall provide estimated quantities and costs for the project. The County will have the ability to review the Inventory. The County bid will be limited to ODOT and County specified bid items.
- C) The Village will be responsible for providing any necessary inspection, engineering and project design.
- D) All contract modifications and change orders agreed to by the Village and the contractor shall be submitted to the County for final approval. Such approval shall not be unreasonably withheld by the County.
- E) The Village shall adopt appropriate enabling legislation to participate in the program. Once the County advertises the project, the Village agrees to commit to the quantities and services contained in the bid subject to a total cost which shall not exceed \$_____. Additions and deletions to the specified quantities and/or services are subject to approval by the County Engineer. The County intends to

advertise for bids on February 1, 2021 and February 8, 2021. Bids are scheduled to be opened on March 1, 2021 Through March 10, 2021.

- F) The Village agrees that it will fund the project with local funds only. Projects receiving state or federal assistance cannot be included in the Inventory presented to the County as part of this agreement.
- G) Field testing and inspection of materials and services provided shall be the responsibility of the Village.

Section 3 – COUNTY RESPONSIBILITIES

- A) The County shall administer the bidding process. Municipalities will be listed as separately on unit cost sheets within the overall bid documents. Bids will be evaluated on total lowest bid of the entire contract.
- B) The County shall provide administrative support required to ensure the successful implementation of this agreement and resulting contracts with service providers selected through the bidding process.
- C) For the work performed for the County on County Highways, the County shall make payments to the contractor directly as specified in the final contract awarded by the County.
- D) The County shall provide estimated quantities and costs for the portion of the project on County Highways. The sum of all construction cost estimates shall be prepared by the County. The County bid will be limited to ODOT specified bid items.
- E) The County will be responsible for providing any necessary inspection, engineering and project design for the portion of the project on County Highways.
- F) The County will be responsible for material certifications.
- G) The County shall provide in the construction contracts that the Village is a third-party beneficiary of the contract and that the Village will have direct recourse against the Contractor should a dispute arise as to a particular project.

Section 4 – TERMS OF PAYMENT

The Village shall make payments directly to the contractor within the deadlines specified in the final contract.

Section 5 – DISPUTE RESOLUTION

A) In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Summit County Engineer and a designated representative of the Village, in writing.

In such notification, the disputing party shall present such evidence as may support their position. The representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. Should the parties be unable to resolve the dispute, either party may resort to its legal remedies as may be appropriate.

B) In the event a dispute arises between the Village and the contractor, notification of such dispute shall be sent to the Summit County Engineer by the Village, in writing. In such notification, the Village shall present such evidence as may support its position. The Engineer will review the complaint with the Village and the Contractor to informally resolve the dispute. Should the Parties be unable to resolve the dispute, the Engineer shall render a decision on the dispute in a reasonable amount of time. The Village agrees that the Engineer's decision is final. Each Party shall bear its own legal costs unless otherwise agreed.

Section 6 – INSPECTIONS

Periodic inspections may be performed jointly by representatives of the County and the Village, to determine the level of service being provided on the Village's roadway system.

Section 7 – TERM

This agreement becomes effective upon signature by the parties and shall extend through final completion of the project.

Section 7 – APPLICABLE LAW

The County and Village agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.

Section 8 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the Village by the signature of the Mayor.

THE VILLAGE OF RICHFIELD

By: Michael Wheeler 12/15/2020
Michael Wheeler, Mayor Date

By: _____
Sandy Turk, Finance Director Date

Approved as to Legal Form and Correctness:

Alejandro V. Cortes, Law Director

Date

THE COUNTY OF SUMMIT

Authorized By:

Ilene Shapiro
County of Summit Executive

Date

Recommended By:

Alan Brubaker, P.E., P.S.
Summit County Engineer

Approved as to Legal Form and Correctness:

Sherri Bevan Walsh
Prosecutor, County of Summit

Date

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE VILLAGE OF RICHFIELD
PAVEMENT MAINTENANCE FOR AND/OR MARKING SERVICES**

Inventory – Exhibit 1

