

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 06-2018
INTRODUCED BY: Don Schneider
DATE PASSED: February 12, 2018

AN EMERGENCY RESOLUTION INDICATING THE VILLAGE OF PENINSULA'S DESIRE TO PARTICIPATE IN THE COUNTY OF SUMMIT 2018 ROAD PAVING AND MAINTENANCE PROGRAM AND AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE COUNTY OF SUMMIT, THROUGH THE SUMMIT COUNTY ENGINEER, FOR CERTAIN ROAD PAVEMENT, MAINTENANCE, AND STRIPING WORK THROUGH THE PROGRAM

WHEREAS, the Village's roads require regular maintenance and repairs; and

WHEREAS, the Village recognizes that collaboration with the County through the County Road Paving and Maintenance Program ("the Program") will result in cost advantages to the Village due to better prices on materials, scheduling efficiencies of the service provider, and a savings on engineering costs; and

WHEREAS, the Village has expressed its desire to participate in the Program; and

WHEREAS, the cost of the work to be incorporated into the Village of Peninsula Projects described in the attachment hereto is estimated to be \$61,455; and

WHEREAS, the County Engineer plans to seek and award bids for the 2018 County Road Paving and Maintenance Program, including the Village of Peninsula Projects, with a not to exceed estimate of \$80,000 for the Village of Peninsula Projects.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby and herein expresses its interest in participating in the County of Summit Road Paving and Maintenance Program in 2018 and authorizes the Mayor to enter into the attached Cooperative Agreement with the County of Summit, through the Summit County Engineer, relating to the Program for the paving, maintenance, and striping work on the roads specified on the attachment to the Agreement pursuant to the terms contained in the Agreement.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that it is necessary for the Village to adopt this Resolution promptly so that the Village can participate in the program in 2018, and therefore, this Resolution shall take immediate effect upon its passage.

SECTION 4. Effective Date. This Resolution shall take effect on the 12 day of February, 2018.

IN WITNESS WHEREOF, we have hereunto set our hands this 12 day of February, 2018.

Passed:



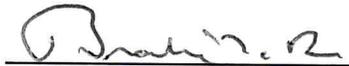
Douglas G. Mayer, Mayor

Attest:



John D. Stiegel, Fiscal Officer

Approved as to Legal Form.



Bradric T. Bryan, Solicitor

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 12 day of February, 2018.



John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 20 day of February, 2018, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



John D. Stiegel, Fiscal Officer

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

This Agreement of Cooperation is made this 12 day of February, 2018 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 Peninsula, hereafter referred to 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 the increase in 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 provide these services through the County Engineer; and

WHEREAS, by Village of Peninsula Resolution No. 06-2018, the Mayor is authorized to enter into an agreement with the County for the payment of the 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 \$80,000.00. 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 in March of 2018. Bids are scheduled to be opened in March of 2018.

- 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 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 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 its 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 authorized this Agreement, 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 PENINSULA

Mayor Douglas G. Mayer

2-12-2018

Date:

THE COUNTY OF SUMMIT

Ilene Shapiro
County of Summit Executive

Date:

Recommended By:

Approved as to Legal Form and Correctness:

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

Sherri Bevan Walsh
Prosecutor, County of Summit

Date

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

Inventory – Exhibit 1

<u>Road</u>	<u>Work to be Performed</u>	<u>Price Estimate</u>
Major Road	Chip and seal with asphalt leveling Centerline striping	\$30,635 \$300
W. Mill Street	Chip and seal with asphalt leveling Centerline striping	\$7,825 \$100
E. Mill Street	Chip and seal with asphalt leveling	\$3,200
Center Street	Chip and seal with asphalt leveling	\$4,370
Dell Street	Chip and seal with asphalt leveling	\$1,765
N. Canal	Chip and seal with asphalt leveling	\$900
N. Locust	Centerline striping	\$360
Akron Peninsula Rd. (S.R. 303 south to Village line and S.R. 303 north to Mill Streets; road width varies between 32 feet and 43 feet)	Crack seal	\$12,000
Total Cost		\$61,455

(Because of the condition of the edges of Major Road, more asphalt may be needed on that road)