

A RESOLUTION BY THE VILLAGE OF WILLIAMSBURG

RESOLUTION: 931-22

A RESOLUTION BY THE COUNCIL OF THE VILLAGE OF WILLIAMSBURG, AUTHORIZING THE AGREEMENT FOR 2023 RESURFACING OF VILLAGE ROADS AND DECLARING AN EMERGENCY

This Agreement, is entered into by and between the Board of County Commissioners of Clermont County, Ohio whose address is 101 East Main Street, Batavia, Ohio 45103 (hereinafter referred to as "County") and the Village of Williamsburg whose address is 107 West Main Street, Williamsburg, Ohio 45176 (hereinafter referred to as "Village") to provide as follows:

WHEREAS, the Village has determined to undertake resurface and improvements and/or repair of certain roads within the village roadway system, the exact location of said roadways being set forth in Exhibit A incorporated herein by reference; and

WHEREAS, the Village has determined to proceed with resurfacing and restoration of said roadway by unanimous vote of said Council which vote is journalized in the village records as Resolution No. 931-22 of said Village; and

WHEREAS, pursuant to the authority of Section 307.15 and 5535.08 ORC, the Village and the County desire to enter into an agreement whereby the County will undertake the public bidding procedure to obtain bids for such improvement and/or repair and resurfacing in accordance with the statutory requirements for such acquisition of public improvements by the Village in order to obtain more favorable pricing for said repairs; and

WHEREAS, the Village has by resolution approving the execution of this agreement acknowledged that this procedure will result in a savings to the Village and will more likely result in lower cost for roadway repair and resurfacing than if the Village undertook to obtain such repairs independently;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the coordination of roadway resurfacing and/or improvements within Clermont County which coordination has been declared to be a public purpose by the General Assembly of the State of Ohio as evidenced in Section 5543.09 of the Ohio Revised Code, the parties agree as follows:

1. The Village has by majority vote declared the resurfacing and/or repair of certain roads listed on the Village's inventory of roadways in accordance with the Ohio Department of Transportation inventory system to be necessary as a non-petition project and therefore have determined to proceed with such resurfacing and/or repair having determined that a cooperative bidding process with the County will most likely result in a lower cost for said repairs to the Village by taking advantage of the larger volume of repair and resurfacing available through a combination public bidding process which process will be consistent with the statutory requirements for public bidding by the Village.

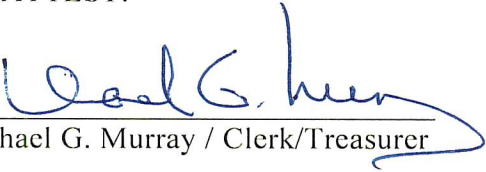
2. The parties therefore authorize the County Engineer pursuant to Section 307.15 and 5535.08 ORC to proceed with the preparation of the necessary surveys, plans, profiles, cross sections, estimates and specifications as are required for the improvement and find that the County Engineer has consented to perform such services and to assist the parties in a combined public bidding process.
3. The Village hereby specifically authorizes the County under the supervision of the County Engineer to undertake to bid for the improvements contemplated in Exhibit A on behalf of said Village; to exercise the power of the Village with respect to the preparation of bid specifications, public advertisement and receipt of bids; review and determine the lowest and best bidder and to undertake contracts with the lowest and best bidder on behalf of the Village for the improvements contemplated.
4. The County Engineer shall supervise the bidding process, the award of bids and award of contract and shall supervise the execution of the contract and installation of the repairs or resurfacing of the roadways and shall have full power to undertake inspection and approval of all work, authorization of final payment under the contract and release of the contractor and its surety. The Engineer shall further have the authority pursuant to this agreement to undertake necessary change orders that arise as a result of unanticipated conditions or changes in conditions that could not have been reasonably anticipated at the time of the preparation of specifications and the authorization of payment pursuant to such change orders; provided, however, that no change order shall exceed 10% of the original contract price without specific authorization of the Village.
5. Upon completion of the bidding process and receipt of public bids, County shall cause the Village to be notified of the bids and the anticipated cost along with a request for Purchase Order based upon said bids to the Village for the Village's portion of the repair or resurfacing. Village shall have ten (10) days from said notice to provide the County a Purchase Order committing the necessary funds for the Project. If anticipated cost is less than amount in paragraph 6, the Village shall have the right, by unanimous vote, to request the County to resurface and/or repair an additional road(s). Village shall have ten (10) days from said notice to notify the County that it wishes to withdrawn from the process and the County shall cause the bidder to be notified that the portion of the bids received for the work to be done in Exhibit A is withdrawn and the County shall thereafter enter into no contract with the successful bidder for completion of said work and the parties shall have no further liability to the other arising from this transaction. Upon completion of the work, any unexpended funds paid by the Village to the County will be refunded to the Village.
6. The Village agrees to pay the County upon invoice from the County Engineer the amounts anticipated for such improvement of the Village roads as set forth after the bids have been opened, said amount is estimated to be \$95,000.00, said invoices shall specify the contract, the location of the work performed and any other information relevant to the determination by the Village of the cost that are being invoiced. All such invoices shall be due within thirty (30) days of mailing to the Village and all invoices not paid in full within thirty (30) days shall bear interest at the rate of 10% per annum.
7. The parties agree that in the event of failure of the Village to pay the County pursuant to the terms of this agreement, the County shall have the authority to suspend or terminate all work with respect to the Village roads in question until such time as payments from the Village are brought current.

8. Village agrees to indemnify and hold harmless the County from any losses or expenses not to exceed \$95,000.00 arising from the failure of the Village to pay the County and incidental to the failure of said payments to be made in timely manner.
9. County shall throughout the term of the construction contracts, require as condition of the contract that the contractor maintain full liability insurance and shall cause the contractor to list the Village and the County as an additional insured under any said policies. Said insurance shall include coverage for vandalism and theft, general liability, and workers' compensation claims.
10. The term of this agreement shall be for a period of two (2) years from date of execution and the agreement may from time-to-time may be extended in one (1) year increments upon agreement of the parties, said extension to be undertaken in writing by the Village to notify the County of the intent to extend the agreement. The expiration of this agreement shall in no way effect the obligation of the parties under existing construction contracts that have been entered into but not yet completed pursuant to this contract during the original term of the agreement in the event that the contract is not extended.
11. This agreement may be terminated upon sixty (60) days written notice to the other party, which notice shall be served in the case of the Village upon the County Administrator and in the case of the County upon the Village Administrator or if none then upon the Village Council. This contract will terminate on the 61st day following the mailing of such notice. However, termination under this provision shall not relieve the parties of responsibility or liability for expenses undertaken by contract prior to said notice.
12. In conformity with the requirements of Section 5575.02 of the ORC, the Engineer shall cause the final plans and specifications to be maintained on file with the Village as well as the County when said plans and specifications are released for public bid.
13. Miscellaneous provisions of this agreement are as follows:
 - a. Time is expressly declared to be the essence of this agreement.
 - b. This agreement shall ensure to the benefit of the parties hereto, their successors and assigns and shall be binding upon them in accordance with Ohio law.
 - c. This contract shall be construed in accordance with Ohio law without reference to conflict of laws provisions and any action under this agreement or to enforce this agreement shall be venued in Clermont County, Ohio.
 - d. This agreement constitutes the entire agreement between the parties and supersedes any previous understandings whether written or oral and shall only be modified by agreement in writing past pursuant to legislation of the respective boards of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement pursuant to authority of their respective governing boards with the intent to be legally bound thereby in conformity with all requirements of Ohio Public Contract law his 8th day of December 2022.

ATTEST:

VILLAGE OF WILLIAMSBURG:


Michael G. Murray / Clerk/Treasurer


Mary Ann Lefker / Mayor

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF CLERMONT
COUNTY, OHIO:

Gael Fawley, Clerk of the Board

Bonnie J. Batchler, President

David L. Painter, Vice President

Claire B. Corcoran, Member

Reviewed and Approved by:

Jeremy P. Evans, Clermont County Engineer

This agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By: _____ Joseph Mooney
Assistant Prosecuting Attorney

Exhibit A

2022Resurfacing Program- Williamsburg Village

Road Name:	From	To:	Length(mi.):	Width(feet):	Est. Cost:
2ND STREET	GAY STREET	WALNUT STREET	0.108	21	\$18,269.30
CURRY DRIVE	MAIN STREET	SMITH STREET	0.1	20	\$14,220.26
KERMIT AVENUE	MAIN STREET	SMITH STREET	0.107	19.5	\$14,278.00
MULBERRY ALLEY	MAIN STREET	GAY STREET	0.11	10.5	\$5,842.00
MULBERRY ALLEY (south}	SPRING STREET	MAIN STREET	0.113	11	\$9,882.80
North 2nd Street	MAIN STREET	GAY STREET	0.11	27	\$23,755.00
Williamsburg Village Total Cost					\$86,247.36
Contingency					\$ 8,752.64
Total Estimate					\$95,000.00