

RESOLUTION NO. 17-16
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mr. Salcher ON THE 21st
DAY OF March, 2016

A RESOLUTION ACCEPTING THE PROJECT
AGREEMENT WITH GREENE COUNTY AND
AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT IN CONNECTION THEREWITH.

WHEREAS, the City of Centerville advertised for bids for the 2016 Concrete Program to include curb ramp construction in Greene County, along Wilmington Pike, according to specifications prepared by the City, and

WHEREAS, **Adleta Inc., of Cincinnati, Ohio**, was the low and best bidder;

WHEREAS, Greene County intends to reimburse the City for costs of construction of curb ramps within the County's jurisdiction.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

Section 1. That the curb ramp installation shall be performed as a part of the 2016 Concrete Program for a sum of \$54,960.

Section 2. That the City Manager is hereby authorized to enter into an agreement with Greene County for the City of Centerville to perform this construction as a part of the 2016 Concrete Program and subsequently be reimbursed for all work within Greene County, as stated above. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A".

Section 3. This resolution shall become effective at the earliest date allowed by law.

PASSED this 21st day of March, 2016.

Bush A. Conpton
Mayor, City of Centerville, Ohio

ATTEST:

Cain R. Andrews
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 17-16 passed by the Council of the City of Centerville, Ohio on the 21st day of March, 2016.

Cain R. Andrews
Clerk of Council

Approved as to form, consistency
with existing ordinances, the
Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit A

PROJECT AGREEMENT BETWEEN THE GREENE COUNTY ENGINEER AND THE CITY OF CENTERVILLE

This Agreement between the Greene County Engineer (hereinafter referred to as the "Engineer"), and the City of Centerville (hereinafter referred to as the "City") is made this _____ day of _____, 2016. The Engineer and City's purpose to enter into an Agreement is for road improvements on Wilmington Pike.

1. The Engineer and City agree to pay their local share of all work in their respective jurisdiction. Greene County Share – curb ramps removal/installation and curb removal/installation of those in Greene County's jurisdiction. Items will be paid at unit prices as specified in the bid. City of Centerville Share – remainder of project

2. Each respective jurisdictions/Representative(s), shall decide all questions which may arise as to quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

3. The County Engineer shall review any designs involving County jurisdiction made by an engineer employed for the project. His approval must be obtained before the project is advertised for bids.

4. As the Engineer and City have agreed to cooperate on this project, the contractor shall invoice the City for the completed work; in turn the City shall invoice the Engineer for its respective portion of work.

The acceptance of this Agreement is indicated by the signatures below:

CITY OF CENTERVILLE

ATTEST:

**GREENE COUNTY, STATE OF OHIO
Greene County Engineer, Robert N. Geyer, P.E., P.S.**

ATTEST:

Approved as to form only:
Prosecuting Attorney's Office

PROJECT AGREEMENT BETWEEN THE GREENE COUNTY ENGINEER AND THE CITY OF CENTERVILLE

This Agreement between the Greene County Engineer (hereinafter referred to as the "Engineer"), and the City of Centerville (hereinafter referred to as the "City") is made this 22nd day of March, 2016. The Engineer and City's purpose to enter into an Agreement is for road improvements on Wilmington Pike.

1. The Engineer and City agree to pay their local share of all work in their respective jurisdiction. Greene County Share – curb ramps removal/installation and curb removal/installation of those in Greene County's jurisdiction. Items will be paid at unit prices as specified in the bid. City of Centerville Share – remainder of project


2. Each respective jurisdictions/Representative(s), shall decide all questions which may arise as to quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

3. The County Engineer shall review any designs involving County jurisdiction made by an engineer employed for the project. His approval must be obtained before the project is advertised for bids.

4. As the Engineer and City have agreed to cooperate on this project, the contractor shall invoice the City for the completed work; in turn the City shall invoice the Engineer for its respective portion of work.

The acceptance of this Agreement is indicated by the signatures below:

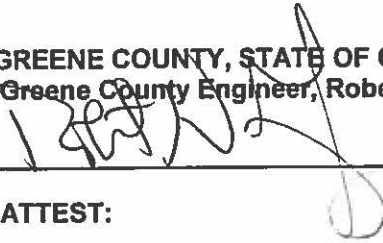
CITY OF CENTERVILLE



ATTEST:

GREENE COUNTY, STATE OF OHIO

Greene County Engineer, Robert N. Geyer, P.E., P.S.



ATTEST:

Approved as to form only:
Prosecuting Attorney's Office
