

**ORDINANCE NO. 2012-10**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE LICKING COUNTY COMMISSIONERS ON THE BUCKEYE LAKE SR 79 CURB & SIDEWALK PROJECT – PHASE III AND DECLARING AN EMERGENCY

WHEREAS, Licking County receives Community Development Block Grant dollars through the Small Cities Formula Program to fund deserving projects throughout the county each year ;and

WHEREAS, the Village of Buckeye Lake has been approved to receive \$97,000 to fund needed improvements on the walkway in the Village of Buckeye Lake, Ohio; and

WHEREAS, the County and the Village desire to have the Project under one management; and

WHEREAS, the Buckeye Lake Village Charter requires public reading of an ordinance to occur on three separate days with at least one week between readings, unless two – thirds of the members of the legislature affirmatively vote to dispense with such requirement.

NOW, WHEREFORE, Be It Ordained by the Council of the Village of Buckeye Lake, County of Licking, State of Ohio:

SECTION 1: The Mayor is hereby authorized to sign the CDBG Agreement of Cooperation for the Buckeye Lake SR 79 Curb & Sidewalk Project – Phase II, (Grant Agreement number B-F-10-1BO-1)

SECTION 2: The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3: This Ordinance is hereby declared to be an emergency necessary to meet the project needs for this funding source. Therefore, this ordinance shall go into immediate effect.

ADOPTED 4-9, 2012.

ATTEST: Valerie Huns  
Clerk of Council

Charlene C. Hayden  
President of Council

Date filed with Mayor 4-9, 2012.

Date approved by Mayor: 4-9, 2012.

Richard E. Baker  
Richard E. Baker, Mayor

Approved as to form: \_\_\_\_\_  
Richard S. Bindley, Solicitor

## **Agreement of Cooperation**

This Agreement is entered into on the 9<sup>th</sup> day of April 2012, by and between the Board of Commissioners, Licking County, Ohio, hereinafter referred to as "County" or "Owner" and the Village of Buckeye Lake, Licking County, Ohio, hereinafter referred to as "Village".

WHEREAS, the County has received Community Development Block Grant (CDBG) funds through the Small Cities Formula Program (Grant Agreement number B-F-11-1BO-1), hereby designated for the Buckeye Lake SR 79 Curb & Sidewalk Project-Phase III hereinafter referred to as the "Project", which will fund the construction of curbs and sidewalks along S.R. 79 in the Village, and

WHEREAS, the County and VILLAGE desire to have the Project under one management, and

NOW THEREFORE, be it mutually agreed as follows:

- 1.) The County has designated as its representative, the Licking County Planning Commission, 20 South Second Street, Newark, OH 43055, hereinafter referred to as the "Project Manager", to administer all County and VILLAGE funds designated for the Project and to oversee the Project through completion.
- 2.) The Project Manager shall provide all bidding and contract administration services to procure and manage the construction portion of the Project. The Project Manager shall serve as the primary contact for the Project and shall be notified by the VILLAGE, the contractor, or the VILLAGE's Engineer of any and all issues, changes, delays that may arise during the duration of the Project. The Project Manager, the VILLAGE, the contractor and the VILLAGE's Engineer shall be contacted and invited to be present when the need for a meeting arises. The Project Manager shall be responsible for enforcing all provisions of the contract.
- 3.) The VILLAGE shall recognize that the County reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of work as may be deemed necessary or desirable. Authorized alterations, in plans or quantities of work involving work not covered by prices in the proposal, shall be paid for as stipulated in the written and approved change order authorizing such work. Therefore, all requests for change orders must be submitted to and approved by the County and mutually agreed upon by the VILLAGE prior to the work being performed. In the case of an emergency situation requiring immediate attention, the Project Manager shall be notified and a verbal approval may be obtained from the County prior to the execution of any of the work. Written confirmation of any verbal approval shall be made as soon as reasonably practical according to procedures as set forth in this paragraph 3. Either Mayor Richard Baker or Toby Miller shall be designated as the VILLAGE's representative for any matters, including change orders, concerning the Project.

4.) The VILLAGE shall provide all design and construction supervision services through the VILLAGE's Engineer, Jobes Henderson & Associates. The VILLAGE shall be responsible for all costs and payments associated with Engineer services provided by Jobes Henderson & Associates, or any other firm that the VILLAGE contracts with to provide design or construction supervision services for the Project. The VILLAGE shall be financially responsible and bear the costs for all change orders that arise due to their Engineer's opinion. This includes, but is not limited to, miscalculation of quantities, inaccurate fieldwork, and work delays. Note: The VILLAGE has contracted independently with the Engineer firm, and the County is not a party to that contract.

5.) Subject to the terms of this agreement, the VILLAGE shall be responsible for payment of any amount in excess of the \$97,000.00 that is available in grant funds. Upon opening the bids, the County notified the VILLAGE of the lowest and best bid amount, which is a base bid of \$85,572.16, an Alternate Bid 1 of \$35,241.61 and Alternate Bid 2 of \$7,454.53. The VILLAGE has elected to contract for the alternate bids 1 and 2 in addition to the base bid for a grand total of \$128,268.30. At this time the County needs \$31,268.30 from the VILLAGE to meet the current contract amount. In the event that change orders are needed, then the VILLAGE would be responsible for any change orders in excess of the current contract amount of \$128,268.30.

6.) Requests for payment shall be approved and signed by the contractor and Engineer, and also by the VILLAGE and the County. The VILLAGE's signature shall indicate that the request for payment has been reviewed and approved. If the VILLAGE is not in agreement with the request for payment and does not wish to sign the request for payment, then the reason must be indicated in writing to the County within 48 hours of the receipt of the request for payment.

7.) In the event that change orders are needed, the VILLAGE shall be responsible for the cost of any change orders approved and mutually agreed upon between the VILLAGE and the County in excess of the contract amount and/or the designated amount of CDBG funds. Upon determining that a change order is needed, the Project Manager shall contact the VILLAGE to notify the VILLAGE's designated representative of the change in the contract cost and to obtain approval for the additional funds needed. The additional funds to cover the change order shall then be forwarded to the County for payment to the contractor upon completion of work required by the change and approval of requests for payment as per paragraph 6. These funds shall be handled as outlined in number 5.

8.) The VILLAGE shall be responsible for the total cost of any work that is performed by the contractor outside the scope of work as defined in the plans and specifications of the contract or through change orders that are requested by the VILLAGE, but not approved by the County. The VILLAGE shall be responsible for making payment directly to the contractor for work that is performed outside the contract or with unapproved change orders. If any work performed, outside the contract, in anyway alters the original scope of the contract, the VILLAGE shall bear all responsibility, cost and consequences thereof. In no case shall the County be held responsible for any work performed via an agreement between the VILLAGE and the contractor.

9.) If a change order is needed because of facts or circumstances, that could not have been

known by the VILLAGE or the Engineer, then in this specific scenario, the cost of the change order may be shared by the County and the VILLAGE if the County has grant funds available.

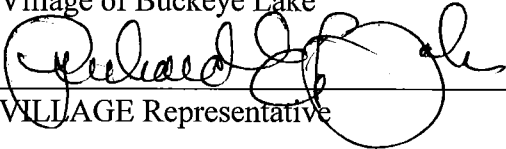
10.) Access to Information, Records, and Reports: The County and the VILLAGE shall share all information, records, and reports required by regulations or directives issued pursuant thereto, and shall permit the authorized representatives of the County and the VILLAGE to access the other's books, records, accounts, or other sources of information regarding this Project as needed.

11.) Upon satisfactory completion of the Project, the ownership and maintenance of the Project infrastructure shall become the complete responsibility of the VILLAGE.

12.) The agreement shall be effective as of the date signed by the County.

BOARD OF COUNTY COMMISSIONERS/OWNER

\_\_\_\_\_  
Timothy E. Bubb, President Date \_\_\_\_\_

Village of Buckeye Lake  
  
\_\_\_\_\_  
VILLAGE Representative Date 4/9/12

APPROVED AS TO FORM:

\_\_\_\_\_  
Licking County Prosecutor Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Law Director Date \_\_\_\_\_