

RESOLUTION NO. 1-2006

Offered by All of Council


A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A DETOUR AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION

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

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Detour Agreement with the Ohio Department of Transportation, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 2/7/06



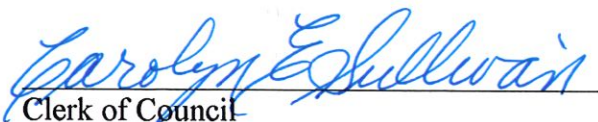
President of Council

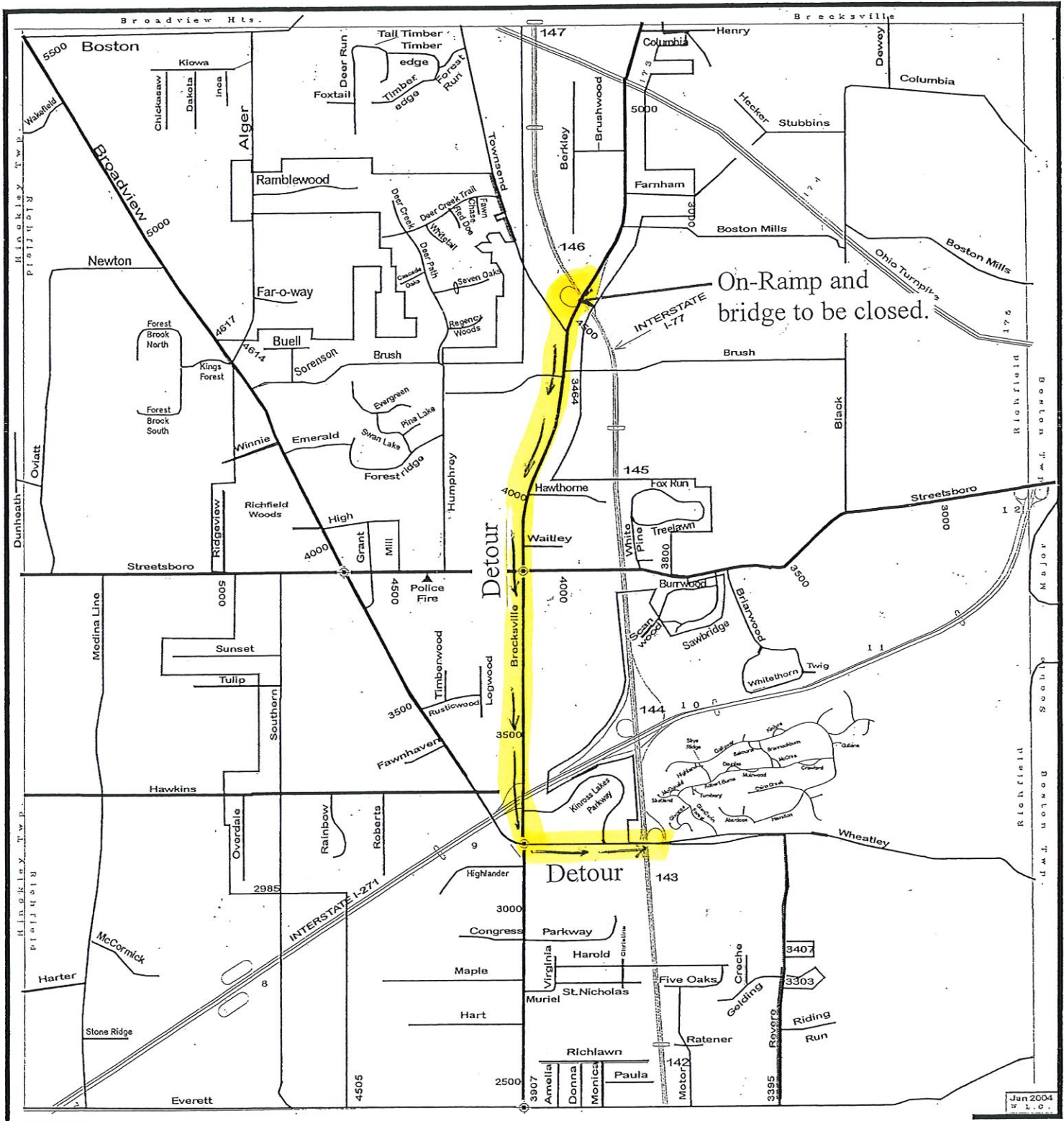


Mayor

Dated: 2/7/06

ATTEST:


Clerk of Council



RICHFIELD VILLAGE LIMITS

ODOT AGREEMENT NO. _____

**DETOUR AGREEMENT BETWEEN
THE STATE OF OHIO, DEPARTMENT OF
TRANSPORTATION AND
THE VILLAGE OF RICHFIELD,
SUMMIT COUNTY, OHIO
FOR ODOT _____ PROJECT
PID 25277**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, hereinafter referred to as "ODOT," and the Village of Richfield, Summit County, Ohio, hereinafter referred to as the "VILLAGE."

1. **PURPOSE**

- 1.1 R.C. 5517.03 provides that the Director of Transportation may temporarily close a highway, bridge, or culvert to traffic and provide a practical direct detour route over existing highways.
- 1.2 A detour in Summit County will be required during the closure of the I.R. 77 SB entrance ramp at Brecksville Road. The Official Detour Route for the ramp closure will begin at I.R. 77 and Brecksville Road. Traffic will proceed southbound on Brecksville Road to S.R. 176. Traffic will proceed eastbound on S.R. 176 to I.R. 77 ending the detour. The closure of the I.R. 77 SB ramp is essential to perform the bridge replacement on I.R. 77 over Brecksville Road. The detour will be in effect for approximately 90 days during the 2006 construction season.
- 1.3 Portions of Brecksville Road and S.R. 176 are within the corporate limits of the VILLAGE. ODOT requests the consent of the Village to mark this detour through the VILLAGE.
- 1.4 The VILLAGE agrees to allow ODOT to place detour signs along Brecksville Road and S.R. 176 in the Village of Richfield as outlined below.
- 1.5 The purpose of this Agreement is to set forth the parameters of the detour and the responsibilities of the parties.

2. **SCOPE OF WORK**

- 2.1 One week in advance of the closure, ODOT will document the condition of the detour

route by video taping the roadway. The parties agree that this videotape will serve as the baseline for any issues regarding damage to the roadway surface as a result of the detour.

- 2.2 The VILLAGE, agree to maintain the roadway within its jurisdiction during the time period required to complete the proposed improvement, at no cost to ODOT.
- 2.3 In the event Brecksville Road or S.R. 176 becomes damaged due to the detour, ODOT agrees to restore and return the roadway surface to as good condition as it was at the time of the videotape or to reimburse the VILLAGE for the cost to restore the roadway surface in an amount not to exceed \$5000.00.
- 2.4 All maintenance of traffic, including the signing of the detours, will be performed by the ODOT or its assigned agent at no cost to the VILLAGE.

3. MAINTENANCE

- 3.1 Upon restoration of the detour route, the VILLAGE agrees to release the State of Ohio, Department of Transportation from any further obligation to maintain, repair, or restore Brecksville Road or S.R. 176 in the Village of Richfield.

4. REIMBURSEMENT

- 4.1 If the VILLAGE performs its own restorative work on the roadway, the VILLAGE agrees to submit a detailed invoice for all materials expenditures to ODOT within thirty (30) days of the completion of the restoration.
- 4.2 If the VILLAGE restores the roadway surface, ODOT agrees to reimburse the VILLAGE, in a lump sum, an amount not to exceed Five Thousand Dollars (\$5000) for the restoration of the detour.
- 4.3 ODOT shall make prompt payment of any proper invoice submitted by the VILLAGE. Payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODOT. If ODOT determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the VILLAGE. ODOT shall notify the VILLAGE in writing of the need for further documentation or clarification. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

5. GENERAL PROVISIONS

- 5.1 This Agreement is subject to the requirements of Section 126.07 of the Ohio Revised Code.

- 5.2 The term of this Agreement shall be effective as of the date of signing and shall expire one month after the completion of any restorative work or by December 30, 2006, whichever is earlier.
- 5.3 This Agreement constitutes the entire Agreement between the parties and any changes or modifications to this Agreement shall be made and agreed to by both parties in writing. All prior discussions and understandings between the parties are superseded by this Agreement.
- 5.4 In the event that any dispute arises between ODOT and the VILLAGE concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved by the respective agencies in a mutually acceptable manner. This Agreement shall be construed and interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio.
- 5.5 Neither this Agreement, nor any rights, duties, or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 5.6 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

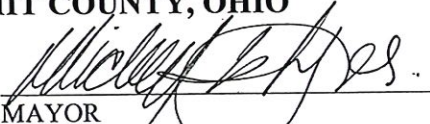
STATE OF OHIO
Department of Transportation

By: _____
 Gordon Proctor, Director

Date: _____

VILLAGE OF ~~BRECKSVILLE~~ RICHFIELD

SUMMIT COUNTY, OHIO

By: 
 MAYOR

Date: 12/19/05

Approved as to Form:


 VILLAGE ATTORNEY