

ORDINANCE NO. 10-1989

Offered by Mayor Waszak & Mr. Morrison

AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE CITY OF BRECKSVILLE PERTAINING TO THE BRECKSVILLE ROAD SEWER AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Richfield, State of Ohio:

SECTION 1: That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into an agreement with the City of Brecksville pertaining to the Brecksville Road sewer, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2: This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare for the reason to begin immediate construction of the Brecksville Road sewer and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed: 6/6/89

David W. Howard
President of Council

Ray R. Waszak
Mayor

Dated: 6/6/89

ATTEST:

Mary L. Hegley
Clerk of Council

From Dan

AGREEMENT

This Agreement is made by and between the City of Brecksville, an Ohio Municipal Corporation, (Brecksville), and the Village of Richfield, an Ohio Municipal Corporation, (Richfield), this _____ day of _____, 1987.

WHEREAS, Richfield desires to construct and install a Sanitary Sewer Trunk Line Project (the Sewer) along Brecksville Road at a point beginning in Richfield, traversing Brecksville Road northerly into and through the City of Brecksville to a point ending and connected with the Cuyahoga County Sewer Number 1313 at or near Parkview Drive and

WHEREAS, Brecksville desires to permit Richfield to use the Brecksville Road area right-of-way located in Brecksville for the installation of the sewer provided all the costs incident to the installation, of the sewer are the exclusive obligation of Richfield:

NOW THEREFORE IN CONSIDERATION OF the mutual covenants expressed by the parties, the parties agree:

PERMISSION

1. (A) Brecksville hereby grants to Richfield permission to construct and install a certain sanitary sewer in the Brecksville Road right-of-way pursuant to and in accordance with plans and specifications provided by Richfield to Brecksville and approved

EXHIBIT "A"

by Brecksville's consulting engineer, and pursuant further to certain conditions and restrictions set forth in this Agreement.

(B) Brecksville further permits Richfield or its authorized representatives to seek easement rights from owners of interests in land in cases where the land is outside the right-of-way and within Brecksville.

(C) Brecksville further permits Richfield and its authorized representative, the construction company or companies, and other persons, firms or corporations who have a bona fide responsibility for the completion of the sewer, the right to enter and construct the sewer, subject, however, to the requirement for street opening permits and other permits which are usual and ordinary for the construction of a sewer within Brecksville in accordance with Paragraph 14 hereof.

CONDITIONS OF INSTALLATION

2. Richfield agrees that the sewer shall be constructed at the shallowest depth practicable in order to minimize the disruption to treelawns, drive aprons and other facilities within the working area.

3. Richfield agrees to minimize the number of service connections to be removed, replaced or relocated in the project area within Brecksville.

4. Richfield shall construct the sewer in such a manner so as to preserve as many existing Brecksville sanitary sewer connections as possible.

USE OF SEWER

5. Richfield agrees that all of the sanitary flow from Richfield to be served by the sewer shall be conveyed along Brecksville Road in the sewer and that Brecksville will not perform any act which would interfere with the free flow thereof.

COSTS OF PROJECT

6. Richfield agrees that any and all costs incident to the construction and installation of the sewer, including but not limited to construction costs, costs to repair any damage caused by the installation, permit fees, inspection fees, utility relocation fees, sewer service charges and any other related costs shall be paid exclusively by Richfield and without cost on the part of Brecksville.

7. Richfield agrees to reimburse Brecksville for all necessary, actual and reasonable engineering, legal and administrative costs incident to the sewer project, including inspection fees which are incurred as a result of the required inspection of this sewer project by Brecksville. Richfield agrees to make the reimbursement within thirty (30) days from the date Brecksville presents and Richfield receives an itemized invoice for such costs. The Brecksville hourly rates for the services are

listed in Exhibit "A", attached hereto and expressly made a part hereof.

RESTORATION OF CONSTRUCTION AREA

8. Richfield agrees that at such places where the construction of the sewer causes damage or disturbs the berm along either edge of the Brecksville Road pavement, the berm shall be replaced with asphaltic materials as shall be approved by Brecksville's consulting engineer, at the sole cost to Richfield.

9. Richfield agrees that all paved areas within Brecksville which are damaged by the construction shall be replaced and repaired in like kind and dimension at the sole cost to Richfield.

10. Richfield agrees that any damage caused to any tree lawns as a result of the sewer construction shall be graded and reseeded as shall be approved by Brecksville's consulting engineer at the sole cost of Richfield.

11. Richfield agrees that any other damages whatsoever occurring during the construction of the sewer shall be repaired by Richfield at its sole cost in accordance with the approval of Brecksville's consulting engineer.

INSPECTIONS

12. Richfield agrees that inspection of the construction of the sewer, within Brecksville, shall be provided by Brecksville's

consulting engineer, and Richfield agrees ^{to} for reimburse Brecksville ~~to~~ the inspection fee in accordance with the provisions contained in Paragraph 7 above. Brecksville understands that the sewer involves the participation by parties other than Brecksville and Richfield and that other parties have a right of inspection.

CONSTRUCTION STANDARDS AND DESIGN

13. Richfield agrees that all work performed within Brecksville shall be done in accordance with the Uniform Standards for Sewer Construction, the Laws, Rules and Regulations of Brecksville, and at the direction of the Richfield consulting engineer together with the cooperation of the Brecksville consulting engineer and in accordance with the designs, plans, and profiles (and as they may be amended from time to time) prepared by engineers for Richfield and approved by Brecksville's consulting engineer. Minor and insubstantial changes may be made at the discretion of Richfield when those changes do not affect the design or the structural integrity of the sewer.

PERMITS AND APPROVALS

14. Richfield agrees that, prior to the commencement of the sewer project, it shall obtain any and all permits, licenses and approvals from Brecksville and all other Governmental entities as may be required and when so required, Brecksville will cooperate with Richfield to obtain the permits, licenses and approvals.

INDEMNIFICATION

15. Richfield agrees to hold Brecksville, its agents, employees, servants and designees, harmless from any and all liability whether direct or indirect of every kind, nature and description, including attorney's fees, which may arise from and be connected with the construction of the sewer.

Contract Approval and Payment

16. (a) Richfield will provide, in the bid documents and the construction contracts, that prior to any monies being paid to the contractor or contractors for any work performed or material furnished within the corporate limits of Brecksville, the Brecksville consulting engineer must (1) review, sign, and approval any Percentage of Completion Estimates for the purpose of progress payments and (2) review, sign and approval the release of any retained funds proportionate to the work performed or material furnished in Brecksville. For the purpose of protecting its property and the interests of its citizens, Brecksville shall approve the bid documents and contract, and any deviations, change orders or other amendments which affect the Brecksville portion of the project in accordance with Paragraph 13.

(b) So as to minimize any disruption to the traveling public with Brecksville and to avoid interest changes to Richfield by reason of laws relating to public contracts, Brecksville will

perform its duties under the provisions of 16(a) in a timely manner.

17. After completion, Richfield will provide, at no cost to Brecksville, a copy of plans, specifications and profiles of the sewer on an as built basis.

18. After completion, the maintenance of the sewer (within Brecksville) shall be the responsibility of the Board of Commissioners of Cuyahoga County, Ohio in accordance with the terms and conditions of an agreement for that purpose.

19. The construction contractor or contractors selected by Richfield shall be licensed, insured or bonded for general liability purposes and possess the required statutory coverages for worker's compensation.

THE PARTIES HERETO have signed this Agreement through their respective Mayor and Director of Finance as those officials have been authorized by Brecksville Ordinance Number _____, adopted on the ____ day of _____, 1987 and Richfield Ordinance Number _____, adopted on the ____ day of _____, 1987.

WITNESSES:

CITY OF BRECKSVILLE

By _____
Mayor

By _____
Director of Finance

APPROVED AS TO FORM:

Law Director

VILLAGE OF RICHFIELD

By _____
Mayor

By _____
Director of Finance

APPROVED AS TO FORM:

Law Director