

**Middleton Road Resurfacing
Agreement between Akron and Hudson
December 2018**

This Agreement is entered into this _____ day of _____, 2019, by and between the City of Hudson, Ohio, a charter municipal corporation ("Hudson"), and the City of Akron, Ohio, a charter municipal corporation ("Akron") (collectively, the "Parties").

Whereas, Hudson and Akron have agreed to share equally in the costs (currently estimated at a total project cost of \$353,185.00 (or, \$176,592.50 per municipality)) of the pavement milling and resurfacing of Middleton Road (the "Road Restoration") to be performed subsequent to Akron's water main rehabilitation project on Middleton and Darrow Roads.

Now, therefore, the parties agree as follows regarding said work:

1. The Road Restoration shall be bid and executed by Hudson. Akron will share equally with Hudson in all costs associated with the milling and resurfacing of Middleton Road.
2. Hudson shall let and enter into a contract with a qualified contractor to perform the Road Restoration. Akron shall review the ability of the bidder selected by Hudson, based on previous experience of work of a similar nature and size. If Akron finds the bidder unqualified to perform the work, then Hudson will not be required to perform the Road Restoration project. Hudson shall transmit the name of the contractor to Akron after the contractor is selected by Hudson and, thereafter, Akron shall have ten (10) days from the date of receipt of the name of the contractor selected by Hudson to perform the Road Restoration to object to the contractor's qualifications to perform the Road Restoration. If Akron does not object to the contractor's qualifications within the aforementioned ten (10) day period, then Akron will have waived its right to claim that the contractor selected by Hudson for the Road Restoration is unqualified to perform the Road Restoration.
3. If bids for the Road Restoration exceed \$353,185.00, then Hudson shall notify Akron and request Akron's authorization to proceed with the Road Restoration at the higher cost. Akron reserves the right to refuse participation in the project if costs exceed \$353,185.00. If Akron refuses to participate in the Road Restoration project pursuant to the terms of this Agreement, then Hudson will not be required to perform the Road Restoration project.
4. Hudson shall provide Akron a copy of all bonding, insurance, list of subcontractors, and workers compensation certificates from the contractor

performing the Road Restoration project. Hudson shall require the contractor to provide bonding for the Road Restoration Project. Akron shall be named on the Obligee Rider to such bonds.

5. Hudson shall require the contractor to (a) assume all responsibility for the work and shall take precautions necessary to effectively prevent injuries to persons or property about the work; (b) bear all losses resulting to the contractor on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from that which was estimated or expected, or on account of the weather, elements or other causes; (c) cover and protect the work from damage by flood, frost action or other causes and all injury to the same before completion of the contract shall be made good by him; and (d) assume the defense of and indemnify and save harmless Hudson and Akron from all claims relating to labor or materials furnished for the work; or in consequence to of any improper materials, implements, or labor used therein; and to any act, omission, or neglect of the contractor, his agents, employees, representatives, and subcontractors therein. This shall not apply to the negligent acts of Hudson or Akron employees and agents over whom the contractor has no control.
6. Hudson will be responsible for the inspection of the Road Restoration project.
7. Hudson shall request from Akron payment for work covered under this agreement for the Road Restoration performed by the contractor. Payment shall be due in accordance with the quantities and/or percentage of work completed. Invoices received by Hudson will be forwarded to Akron within ten (10) business days of receipt. Akron shall pay Hudson within thirty (30) days of Akron's receipt of invoices from Hudson. Payment from Hudson to the contractor will be due in accordance with the terms and agreements established for the Road Restoration project via the Road Restoration project's contract.
8. Akron shall not be billed for inspection associated with the Road Restoration project.
9. Hudson shall require that their contractors follow the specifications and drawings for the Road Restoration project's contract.
10. Hudson and its City Manager must approve any additional Road Restoration work above and beyond the original scope of the Road Restoration project. Akron and its Board of Control must approve any additional Road Restoration work above and beyond the original scope of the Road Restoration project. For purposes of this section, work above and beyond the original scope of the Road Restoration project shall mean Road Restoration project costs above \$353,185.00.

11. Hudson shall require the contractor to obey all federal, state and local laws, statutes, ordinances, resolutions, rules and regulations applicable to this contract, including but not limited to the prevailing wage and Workers Compensation Laws of the State of Ohio.

The following parties are in agreement with the conditions of this Agreement regarding the cost sharing and performance of the Road Restoration of Middleton and Darrow Roads in Hudson.

The rest of this page left intentionally blank. Signature page to follow.

CITY OF HUDSON, OHIO

Jane Howington
City Manager

Approved as to form and correctness:

Matthew J. Vazzana
City Solicitor
City of Hudson, Ohio

CITY OF AKRON

John O. Moore
Director of Public Service

Approved as to form and correctness:

Eve V. Belfance
Director of Law
City of Akron, Ohio

DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No. 73-2014.

Diane L. Miller-Dawson
Director of Finance

Must be completed by Division/Department:

Contract not to exceed: \$ \$176,592.50

Originating Division: Water Distribution

Contact Person: Gregg Loesch

Phone: x8616

Banner Distribution (by year)

Year	year 1	year 2	year 3	future	Total
Amount (to encumber)	\$176,592.50				\$176,592.50
Fund	50002				
Org.	113330				
Account	70208				
Actv.					
Locn.					

Funding Source(s)

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

Water revenue

Contract Number:

(To be completed by Accounting) _____

Date: _____

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