

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc.

Resolution No. 19-2018

Passed March 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT CONSTRUCTION AGREEMENT WITH MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO FOR PAVEMENT MARKINGS ALONG STUDENT STREET.

*WHEREAS*, the City of West Carrollton (City), with the cooperation of Miami Township, Montgomery County (Township), desires to undertake the pavement marking retracing of Student Street; and

*WHEREAS*, portions of Student Street lie within the boundaries of the City and within the boundaries of the Township; and

*WHEREAS*, it is the desire of both the City and the Township that this pavement marking retracing project be undertaken in a coordinated manner to reduce overall construction costs; and

*WHEREAS*, the City shall be designated as the Lead Agency to contract with the lowest and best bidder as identified from a joint bid solicitation performed by the Miami Valley Communications Council (MVCC) for pavement marking retracing work in accordance with approved plans and specifications, and said solicitation to be made in accordance with applicable law; and

*WHEREAS*, the Township's estimated construction cost is \$1,743.55 for work completed within its boundaries; and

*WHEREAS*, the City shall be reimbursed by the Township for actual construction costs for work completed within Township boundaries based on contract unit prices, as-built quantities, and change orders as approved by the Township.

*NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, STATE OF OHIO:*

Section 1: That the Agreement appended hereto between the City of West Carrollton (City) and Miami Township, Montgomery County (Township) for the pavement marking retracing of Student Street is hereby approved and the City Manager is hereby authorized to execute said agreement on behalf of the City.

Section 2: That this Resolution shall take effect from and after the earliest period allowed by law.


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Dayton Legal Blank, Inc.

Resolution No. 19-2018

Passed March 13, \_\_\_\_\_, 2018

Passed: MARCH 13, 2018

  
\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
Clerk of Council

Effective Date: MARCH 13, 2018



## WEST CARROLLTON

### AGREEMENT

This agreement is entered into between the City of West Carrollton, Ohio (City) with its offices located at 300 E. Central Avenue, West Carrollton, Ohio 45449 and Miami Township, Montgomery County, Ohio (Township) with its offices at 2700 Lyons Road, Miamisburg, Ohio 45342.

#### WITNESSETH:

*WHEREAS*, the City of West Carrollton (City), with the cooperation of Miami Township, Montgomery County (Township), desires to undertake the pavement marking retracing of Student Street (Project); and

*WHEREAS*, portions of Student Street lie within the boundaries of the City and within the boundaries of the Township; and

*WHEREAS*, it is the desire of both the City and the Township that this pavement marking retracing project be undertaken in a coordinated manner to reduce overall construction costs.

*NOW, THEREFORE*, for valuable consideration, the receipt of which is hereby acknowledged, and for the mutual covenants set forth below, the parties agree as follows:

1. The City will be the lead agency in managing the project and performing the field inspection for the pavement marking retracing of Student Street.
2. The pavement marking retracing will be performed in accordance with Ohio Department of Transportation Item 644, Thermoplastic Pavement Marking.
3. The City will award the Project to the lowest and best bidder (Contractor) as identified from a joint bid solicitation performed by the Miami Valley Communications Council (MVCC). The Township consents and agrees that it will allow and cooperate with the City and the Contractor to make the improvements in the Township's jurisdiction as set forth in the Plans and Specifications for the Project.
4. The Township will have final approval over any changes made to the Plans and Specifications for the portion within the Township boundaries made during the course of the work. The Township agrees that final decisions regarding changes will not be unreasonably withheld or delayed.

5. The portion of the Project within the Township's boundaries is estimated at \$1,743.55. The City will pay the contractor invoices for actual quantities installed within the Township, including approved changes. The City will then invoice the Township for these actual costs and the Township will pay the invoice within thirty (30) days of receipt.
6. Each party (Indemnifying Party) shall indemnify, defend and hold harmless the other (Indemnified Party) from all claims arising out of the death or bodily injury or damage, loss, or destruction of tangible property, to the extent the claim was caused by the negligent or intentional acts or omissions of the Indemnifying Party, its employees, or agents.
7. The parties agree the effective date of this Agreement shall be the date it is signed by the last party to sign below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Signed and acknowledged in the presence of:

CITY OF WEST CARROLLTON, OHIO

By: Brad Townsend 3/15/18  
 Brad Townsend Date  
 City Manager

CARIE COTTONGIM  
 Witness  
CARIE COTTONGIM  
 Print name of Witness

MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO

By: Ron Hess 3-19-2018  
 Ron Hess Date  
 Acting Township Administrator

C. CLAY MESCOLD  
 Witness  
C. CLAY MESCOLD  
 Print name of Witness