#### **VILLAGE OF YELLOW SPRINGS**

#### **RESOLUTION 2019-15**

## APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF YELLOW SPRINGS AND THE GREENE COUNTY, OHIO ENGINEER FOR A COOPERATIVE PAVING PROGRAM

WHEREAS, Village Council has determined that it is necessary to repair certain streets within the Village, and

WHEREAS, The Greene County, Ohio Engineer has made a cooperative competitive paving bid contract available to the Village; and

WHEREAS, Staff has advised Council that the County contract should be advantageous for financial and practical reasons, and has compiled a list of streets for repairs,

### NOW THEREFORE, THE COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY RESOLVES THAT:

**SECTION 1:** The Village hereby enters into the cooperative paving agreement attached to this Resolution as Exhibit A.

**SECTION 2:** The Village Manager is authorized and directed to execute the agreement on behalf of the Village, and to increase the scope of services as appropriate to accomplish the project in the best interest of the Village.

Signed:			
	Housh, President of Council	1	
Passed: 4-15-2	2019		
Attest: Judy l	Kintner, Clerk of Council		
Roll Call:	HoushY	MacQueenY_	Stokes_Y_
	Kreeger Y	Sanford Y	

# AGREEMENT BETWEEN THE GREENE COUNTY ENGINEER AND THE VILLAGE OF YELLOW SPRINGS

The Greene County Engineer and the Village of Yellow Springs (hereinafter referred to as the Engineer and the Village, respectively), agree to the following:

WHEREAS, the Village desires to participate with the Engineer in the competitive bid contracts for the Collective Paving 2019 and Center Line/Edge Line (County doing work for 2019) as bid by the Greene County Engineer as bid by the Greene County Engineer.

**WHEREAS**, all work within the Village's jurisdiction, shall be inspected by and all questions decided which may arise as to quality and acceptability of materials furnished, work performed, the rate of progress; the interpretation of the specifications, by the Village and the acceptable fulfillment of the contract on the part of the Contractor.

**WHEREAS**, the Contractor will invoice the Village directly for the actual quantities of work performed, all line item extras, and/or negotiated extra work.

WHEREAS, the Engineer shall withhold all retainage for the total Collective Paving for 2019 bidding contract from the County's share of the work and the Engineer will insure that the work has been performed in accordance with the Village's instructions prior to releasing the retainage. The Engineer will invoice the Village for the Center Line/Edge Line (County doing work) for 2019. The Engineer will insure the work has been performed in accordance with the Village's instructions.

- OBEENE COUNTY ENGINEED.

**THEREFORE**, the acceptance of this agreement is indicated by the signatures below.

Witnessed by: Mallow	Robert N. Geyer, P.E., P.S.
VILLAGE OF YELLOW SPRINGS, BY:	
By Resolution No:	
Date:	
Approved as to form by:	
Prosecuting Attorney's Office Counsel for County Engineer	