

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE
TO ACCEPT THE PROPOSAL OF AQUA SEAL SAFETY AND RESURFACING
COMPANY IN AN AMOUNT NOT TO EXCEED \$18,000 AND TO AUTHORIZE THE
MAYOR AND PRESIDENT OF COUNCIL TO ENTER INTO THE
RESEALING CONTRACT AGREEMENT FOR THE
PARKVIEW PLAYGROUND RESURFACING AND RESEALING PROJECT**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to undertake the Parkview Playground Resurfacing and Resealing Project in the Village due to the deterioration of the surface as a result of the high volume of users; and

WHEREAS, by resurfacing and resealing Parkview Playground, the longevity of the rubber surface is ensured and the life-expectancy is increased; and

WHEREAS, after requesting, receiving and reviewing proposals for said project, the Director of Parks and Recreation Director recommends acceptance of the quote from Aqua Seal Safety and Resurfacing in an amount not to exceed \$18,000.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts and approves the proposal of Aqua Seal Safety and Resurfacing in an amount not to exceed \$18,000.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into an agreement with Aqua Seal Safety and Resurfacing, a copy of which is attached hereto.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that the project protects the investment of the rubber surface at Parkview Playground and in the interest of the protection of the residents of Mayfield Village and users of the playground. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: April 17, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: April 17, 2023



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.,
Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council



Resealing Contract Agreement

April 17, 2023

Project Name:

Mayfield Village Waterpark Resealing

Client:

Mayfield Village
c/o Shane McAviney

Prepared By:

George Coon
Project Manager / Senior Estimator
Certified Safety Surfacing Installer

Work Order #:

23-038

Revision Number:

0

1.0 Scope of Work

To supply all labor, equipment, and material to power wash and apply RE-NU sealer to the existing rubber surfacing to all #5 playground areas.

2.0 Project Dimensions / Designs

Approximately # n/a

3.0 Project Cost

\$17,320

4.0 Payment Terms

Upon approval from client AquaSeal Resurfacing shall submit to the Client an invoice for payment. Unless directed by an MSA between AquaSeal Resurfacing and the Client, Client shall pay amount due under such payment invoice no later than fifteen (15) days after AquaSeal Resurfacing has submitted a complete and accurate payment invoice.

4.1 Down Payment: Unless otherwise directed by an executed MSA between AquaSeal Resurfacing and the Client, sixty percent (**60%**) of the approved cost will be due prior to the work order and shipping of any material or labor on site.

4.2 Past Due Invoices: Final payment due upon completion of project an accruing one-point five percent (1.5%) late fee will be added to the balance due on an invoice for every thirty (30) days it is past due.

4.3 Forms of Payment: AquaSeal Resurfacing accepts payment via check, ACH direct payment.

4.4 Retainage: There is no retainage associated with this project.

5.0 Agreement

AquaSeal Resurfacing, LLC. hereby proposes to **Mayfield Village** and/or its clients to furnish the materials, equipment and perform the labor necessary to complete the work outlined in this proposal.

5.1 Terms and Conditions:

- a) This agreement will expire one hundred and twenty (120) days after issuance. If commencement of work has not begun by this date, AquaSeal Resurfacing, LLC. reserves the right to add additional submittal costs up to and including total job rebidding.
- b) It is understood and agreed this proposal contains the entire agreement between the parties; that no promises, representations, inducements, or agreements not expressed in these sections have been made to either party; that the parties are not relying on any other statements or representations or any kind in executing this agreement. This agreement supersedes and controls any conflicting or inconsistent terms contained in any other agreements.
- c) In the event of any dispute regarding the services described herein, AquaSeal Resurfacing, LLC's liability shall be limited to the total job costs set forth above.
- d) AquaSeal Resurfacing, LLC. shall not be liable for consequential or incidental damages.
- e) Any liability of AquaSeal Resurfacing, LLC. whether known or unknown, shall terminate one (1) year from the execution of this agreement. Client hereby releases AquaSeal Resurfacing, LLC. from any and all liability from and after one-year period.
- f) Litigation cannot exceed the cost of the project outlined in this agreement.
- g) In the event of a favorable legal decision for AquaSeal Resurfacing, LLC. the Client agrees to pay all legal expenses incurred by AquaSeal Resurfacing, LLC.
- h) This agreement shall be governed by laws of the State of Ohio, and any litigation which may arise concerning this agreement shall be venued in the Common Pleas Court of Stark County, Ohio, regardless of the domicile of any party or the site of any incident which may give rise to such litigation.
- i) Additional square footage or design work other than what is quoted in scope of work 2.0 will be an extra change order charge.

5.2 Insurance Coverage: AquaSeal Resurfacing, LLC. is fully insured. The cost for any additional insurance coverage, beyond what is current, may be added to the scope of work at an additional charge. A current certificate of insurance is available upon request.



6.0 Work Authorization

The above prices, specifications, conditions, and notes are satisfactory and are hereby accepted. AquaSeal Resurfacing, LLC. is authorized to complete the work as outlined above. Payment will be made as outlined in *section 4* of this proposal.


Total Approved Project Cost: \$17,320

Client

AquaSeal Resurfacing, LLC.

Brenda T. Bodnar
Print Name

Signature
Title Mayor Date 4/17/23
Stephen Schutt
Print Name

Signature
Title Council President
Purchase Order #

George Coon
Print Name
Project Manager
Title
Date
Signature

Approved as to Form  Diane A. Calt, Esq., Law Director, Mayfield Village
Please complete additional info below // **Please sign this page and return to ahickinbotham@aquaseallc.com when ready to proceed.**

Client Company Info

Mayfield Village
Company Name
Shane McAviney
Contact Name
Mayfield Village Waterpark Resealing
Project Name
Mary Betsa - 440-461-0862
Billing Name & Phone Number

6622 Wilson Mills Road
Address
440-471-1041
Phone
Email
425 North Commons Blvd. Mayfield Village, Ohio 44143
Project Address
mbetsa@mayfieldvillage.com
Billing Email