

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY FOR THE RESURFACING OF REVERE ROAD (CH 114) AND DECLARING AN EMERGENCY**

WHEREAS, the Village and Summit County intend to share the costs of resurfacing Revere Road;

WHEREAS, Summit County has administered the competitive bidding process for the resurfacing of Revere Road, and has selected the lowest and best bidder for said work;

WHEREAS, the Village desires to enter into an Intergovernmental Agreement with Summit County for the resurfacing of Revere Road, with Summit County assuming 46.4% of the costs of the resurfacing project, and the Village assuming 53.6% of the resurfacing costs, for a total cost to the Village in an amount not to exceed \$249,049.59, in accordance with the terms and conditions set forth in the agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

SECTION 1. The Mayor and Finance Director are hereby authorized and directed to enter into an Intergovernmental Agreement Between the County of Summit and the Village of Richfield for the Resurfacing of Revere Road (CH 114), a copy of which is attached hereto as Exhibit A, and the Village's Finance Director is authorized to make expenditures contemplated by this contract in an amount not to exceed \$ \$249,049.59.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure for the reason that it is immediately necessary to execute the Agreement and resurface the roadway; wherefore, this Resolution shall take immediate effect, provided that it receives the requisite number of votes needed to pass as an emergency measure; otherwise, it shall take effect at the earliest date allowed by law.

PASSED: 5-2-2023

  
\_\_\_\_\_  
President of Council

Michael Week  
Mayor

Dated: 5/2/2023

ATTEST:

Jeff Hom  
Clerk of Council

**Intergovernmental Agreement  
Between the County of Summit and  
The Village of Richfield  
For the resurfacing of Revere Rd. (CH 114)**

This Agreement of Cooperation (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer, hereafter referred to as the "Engineer", and the Village of Richfield, hereafter referred to the "Village", with the County and Village referenced hereby jointly as the "Parties" and separately as each "Party".

**WITNESSETH:**

WHEREAS, the Village and Summit County have identified the need for resurfacing Revere Rd. from Everett Rd. to Wheatley Rd., a County Highway with shared jurisdiction; and

WHEREAS, the Summit County will be bidding the Revere Rd. Resurfacing Project (hereafter "Project") and is preparing to move forward with the Project in 2023; and

WHEREAS, this Agreement was authorized by County of Summit Resolution No. xxxxxxxxx; and

WHEREAS, by Village of Richfield Resolution No. xxxxxxxxxxxxxxx, the Mayor is authorized to enter into an Agreement with the County for the payment of costs of this Project; and

WHEREAS, it is necessary for the Parties to execute this Agreement to set forth the rights and duties of the Parties concerning the construction contract (the "Contract") and the payment of the contractor performing the work for the Village and County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

## **Section 1 – SCOPE OF WORK**

The scope of work covered by this Agreement consists of milling existing pavement, making pavement repairs as directed by the Engineer, chip seal interlayer, applying a surface courses of asphalt, applying new pavement markings and other miscellaneous items of work. The Parties agree that the County will administer the Project including the advertising, awarding, signing the Contract with the winning contractor, and supervising the construction and testing phases of the Project.

## **Section 2 – VILLAGE RESPONSIBILITIES**

- A) For the work performed for the Village on the Village portion of the Project, the Village shall make payments to the contractor directly as specified in the final Contract awarded by the County.
- B) All Contract modifications and changes in work agreed to by the Village and the contractor on the Village's portion of the Project shall be submitted to the County for final approval and for the County to issue the change order to the contractor. The Village shall pay the cost of change orders that directly relate to Village portions of the Project.
- C) The Village will send all complaints/claims against the contractor to the County for resolution. See Section 5 Dispute Resolution.
- D) The Village shall adopt appropriate enabling legislation to participate in the program. Once the County advertises the Project, the County agrees to commit to the quantities and services contained in the bid subject to a total cost not to exceed 53.6% of the total Contract value, with the Village's portion estimated to be \$249,049.59 based on the engineer's estimate. Village shall approve additional funds for Contract modifications or change orders issued for the Village's portion of the Project.

### **Section 3 – COUNTY RESPONSIBILITIES**

- A) The County shall administer the bidding process. Bids will be evaluated on total lowest bid of the entire Contract.
- B) The County shall provide administrative support required to ensure the successful implementation of this agreement and resulting Contract with service providers selected through the bidding process.
- C) For the work performed for the County on the County portion of the Project, the County shall make payments to the contractor directly as specified in the final Contract awarded by the County.
- D) The County will be responsible for providing any necessary inspection, and engineering for the Project.
- E) The County will be responsible for material certifications.
- F) All Lump or Lump Sum items that apply to the entire Project shall be paid for at 46.4% County, 53.6% Village ratio.
- G) The County shall submit monthly invoices to the Village for Payment.
- H) The County will have final approval of all submitted Contract modifications and change orders agreed to by the Village and the contractor. Such approval shall not be unreasonably withheld by the County. The County shall pay the cost of change orders that directly relate to County portion of the Project.
- I) The Village shall be made a third-party beneficiary to the Contract entered into by the County.

### **Section 4 – TERMS OF PAYMENT**

The Village shall make payments directly to the contractor within the deadlines specified in the final Contract to pay the Village portion of this Project.

The County shall make payments directly to the contractor within the deadlines specified in the final Contract to pay the County portion of this Project.

#### **Section 5 – DISPUTE RESOLUTION**

In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Village and a designated representative of the Summit County Engineer, in writing, as may be appropriate.

A) In such notification, the disputing Party shall present such evidence as may support their position. The representatives for each Party shall review the facts and circumstances surrounding the dispute for determination. Said dispute shall be resolved within a reasonable period. Should the Parties be unable to resolve the dispute, either Party may resort to its legal remedies as may be appropriate. In the event a dispute arises between the Village and the contractor, notification of such dispute shall be sent to the Engineer, in writing. In such notification, the Village shall present such evidence as may support its position and shall do so in such a manner and time that will allow the Engineer to comply with the dispute resolution provisions set forth in the Contract. Should the Parties and the contractor be unable to resolve the dispute, either Party may resort to its legal remedies as may be appropriate.

#### **Section 6 – INSPECTIONS**

The County will provide construction inspection for the Project.

#### **Section 7 – TERM**

This Agreement becomes effective upon signature by the Parties and shall extend through final completion of the Project.

**Section 8 – APPLICABLE LAW**

The County and Village agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Ohio law shall apply to this Agreement.

**Section 9 – EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the Village by the signature of the Mayor.

SIGNATURE PAGE FOLLOWS.

**THE VILLAGE OF RICHFIELD**

By: \_\_\_\_\_  
Mayor Michael Wheeler Date

Approved as to Form:

\_\_\_\_\_  
Benjamin G. Chojnacki Date  
Village Law Director

**THE COUNTY OF SUMMIT**

Authorized By:

\_\_\_\_\_  
Ilene Shapiro Date  
County of Summit Executive

Recommended By:

\_\_\_\_\_  
Alan Brubaker, P.E., P.S. Date  
Summit County Engineer

Approved as to Form:

\_\_\_\_\_  
Assistance Prosecutor Date  
For Prosecutor, County of Summit

Approved as to Form:

\_\_\_\_\_  
Deborah S. Matz Date  
Director, Department of Law