

EXHIBIT A

**Intergovernmental Agreement
Between the County of Summit and
The City of Twinsburg
For the resurfacing of Chamberlin Rd. (CH 128)**

This Agreement of Cooperation (the "Agreement") is made this ____ day of _____, 2018 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 City of Twinsburg, hereafter referred to the "City", with the County and City referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the City and Summit County have identified the need for resurfacing Chamberlin Rd., a County Highway with shared jurisdiction; and

WHEREAS, the City of Twinsburg will be bidding the Chamberlin Rd. Resurfacing Project (hereafter "Project") and is preparing to move forward with the Project in 2019; and

WHEREAS, the City will be receiving a Summit County Transportation Improvement District ("SCTID") grant, in the amount of \$140,000.00, that will be applied to the costs of the Project; and

WHEREAS, the County will pay (43.81%) of the net Project costs after application of the SCTID funds; and

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

WHEREAS, by City of Twinsburg Ordinance No. _____, 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 City and County.

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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, chip seal interlayer, applying leveling and surface courses of asphalt, applying new pavement markings and other miscellaneous items of work. The parties agree that the City will administer the Project including the advertising, awarding, signing the Contract with the winning contractor, supervising the construction and testing phases of the Project.

Section 2 – COUNTY RESPONSIBILITIES

- A) 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 City.
- B) All Contract modifications and change orders agreed to by the County and the contractor shall be submitted to the City for final approval. Such approval shall not be unreasonably withheld by the City.
- C) The County shall adopt appropriate enabling legislation to participate in the program. Once the City 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 43.81% of the net Project costs, with the County's portion anticipated to be \$289,000.00 based on the engineering estimate. County shall approve additional funds in proportion to its 43.81% share of the net Project costs based upon the actual award. Such approval shall not be unreasonably withheld by County.

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Section 3 – CITY RESPONSIBILITIES

- A) The City shall administer the bidding process. Bids will be evaluated on total lowest bid of the entire Contract.
- B) The City 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) The City agrees that the SCTID grant funding shall be applied to the total Project costs.
- D) For the work performed for the City on the City portion of the Project, the City shall make payments to the contractor directly as specified in the final Contract awarded by the City.
- E) The City will be responsible for providing any necessary inspection, engineering and Project design for the portion of the Project on County Highways.
- F) The City will be responsible for material certifications.
- G) The City shall provide in the construction Contract that the County is a third-party beneficiary of the Contract and that the County will have direct recourse against the contractor should a dispute arise as to this Project.
- H) All Lump or Lump Sum items that apply to the net Project costs shall be paid for at a 43.81% County, 56.19% City ratio.
- I) The City shall submit monthly invoices to the County for Payment.
- J) The City will have final approval of all submitted Contract modifications and change orders agreed to by the County and the contractor. Such approval shall not be unreasonably withheld by the City. County shall pay the cost of change orders that directly relate to County portion of the Project.

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Section 4 – TERMS OF PAYMENT

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

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Section 5 – DISPUTE RESOLUTION

A) In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the City and a designated representative of the Summit County Engineer, in writing.

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.

B) In the event a dispute arises between the Summit County Engineer and the contractor, notification of such dispute shall be sent to City by the Engineer, in writing. In such notification, the Summit County Engineer shall present such evidence as may support its position and shall comply with the dispute resolution provisions set forth in the Contract. Should the Parties be unable to resolve the dispute, the Engineer shall comply with the dispute resolution provisions set forth in the Contract, including, but not limited to, resorting to its legal remedies as may be appropriate.

Section 6 – INSPECTIONS

Periodic inspections may be performed jointly by representatives of the County and the City, to determine the level of service being provided on the project.

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Section 7 – TERM

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

Section 7 – APPLICABLE LAW

The County and City 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 8 – 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 Executive and the County Engineer and the City by the signature of the Mayor.

SIGNATURE PAGE FOLLOWS.

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THE CITY OF TWINSBURG

By: _____
Mayor Ted Yates Date

Approved as to Form:

David Maistros Date
City 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:

Marvin D. Evans, Assistance Prosecutor Date
For Prosecutor, County of Summit

Approved as to Form:

Deborah S. Matz Date
Director, Department of Law