

BOSTON ROAD REPAIR AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023 ("Effective Date") between the CITY OF NORTH ROYALTON ("City"), a municipal corporation and political subdivision organized and validly existing under the laws of the State of Ohio, pursuant to authority of Ordinance No. _____, passed _____, 2023, a copy of which is attached hereto as Exhibit A, and Hinckley Township ("Township"), an unincorporated political subdivision organized and validly existing under the laws of the State of Ohio, pursuant to authority by Motion, passed _____, 2023 a copy of which is attached hereto as Exhibit B.

WHEREAS, the Ohio Revised Code, including Section 9.482 provides that any political subdivision may enter into an agreement with another political subdivision to exercise any power, perform any function or render any service for the contracting subdivision; and

WHEREAS, the Parties agree that it is necessary to resurface and repair Boston Road east of Ridge Road that is the boundary line road between Hinckley Township and the City of North Royalton; and

WHEREAS, The Parties find and agree that it is in their best interest to jointly resurface and repair said portion of Boston Road and to proportionally share in the expense and they desire to complete the Project in a timely manner whereby the City will pay at the rate of 50% of the total cost of the project ("City Funds"), and Hinckley Township will pay 50% of the total cost of the project ("Township Funds") as more fully defined below and in the exhibits attached hereto and incorporated herein by reference. The Township will construct the repair and resurfacing in compliance with all laws of the Township and the State of Ohio applicable to public improvements.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the Parties hereby enter into this Agreement and agree to the following:

I. DESCRIPTION OF THE PROJECT.

A. The project involves the repair and resurfacing of Boston Road east from Ridge Road to a point where it dead ends into the driveway of a City residence at 6600 Boston Road, North Royalton, Ohio ("Project"). Boston Road in the area described serves as the boundary Road between the City and the Township. A portion of the road to be repaired lies wholly within the City. The Project will be constructed in accordance with the plans and specifications prepared by the Medina County Engineer's Office ("Project Plans"), following approval of same by the City's Engineer. Any changes to the Project Plans occurring after the City Engineer's approval as stated in this paragraph shall only be effective upon approval of the City Engineer, which shall not be unreasonably withheld or delayed. The Township agrees to assemble the plans, specifications, and bid documents and to bid the project awarding the bid to the lowest responsible bidder. The Township will manage the project and will be responsible for reviewing pay requests, change orders, approving the same with the review and approval of the City, and issuing any payments.

II. FUNDING.

A. The total estimated cost of the project is \$46,160.00 as specified in the estimates from the Township and the Medina County Engineering Office (Exhibit C). The total cost to repair and resurface such portion of Boston Road may increase or decrease and will not be known until project completion. Said cost shall be paid equally by the City and the Township at the rate of 50% each for the repair and resurfacing cost including any change orders that may be entered into by the Township for the road improvement as hereinafter provided.

B. Payments by the City to the Township, as detailed above under shall be equal to fifty percent (50%) for the road improvement on Boston Road less the total of all previous payments. Payments shall require submission by the Township of a detailed fee invoice to City and approval of said billing by City. Payments shall be due and payable within thirty (30) days after the Township's submission of an invoice. After receipt of the invoice by City, should part of the bill be contested, the balance of approved items will be approved for payment, and contested items resolved prior to the next billing.

C. The City is not liable for payment of any administrative or engineering costs unless specifically authorized by Council.

D. The Township shall pay 50% of the actual repair and resurfacing cost and all administrative and engineering costs for the project.

III. GENERAL PROVISIONS

A. Performance of Township

It is understood that Township, without expense to City shall:

Allow City access to all available existing information, including reports, plans of the existing roadways and utility and signal systems, and other data in the engineering files which may be pertinent to the work.

Allow City to examine any studies, reports, sketches, estimates, drawings, specifications, proposals and other documents relative to the project and render decisions pertaining thereto within a reasonable time in order not to delay the work.

B. Performance by City

It is understood that City, without expense to Township shall:

Allow the Township access to all available existing information, including reports, plans of the existing roadways and utility and signal systems, and other data in the engineering fields

which may be pertinent to the work.

Allow the Township to examine any studies, report, sketches, estimates, drawings, specifications, proposals, and other documents relative to the project and render decisions pertaining thereto within a reasonable time in order not to delay the work.

C. Documents and Records

The Township shall retain title and ownership to any plans, drawings, charts, reports, illustrations and field notes or other similar data developed during the work and covered by this Agreement in relation to the repair and resurfacing of Boston Road.

D. Trade and Technical Words

All trade and technical words and terms used in this Agreement shall be deemed to have the meaning established by trade usage in the highway/bridge/traffic construction and consultant engineer business.

IV. CONSTRUCTION DOCUMENTS, CITY APPROVALS.

A. The Township agrees to prepare all necessary documents, engineering drawings, plans, specifications, engineering estimates, bidding documents, forms, notices, bonds and contracts for the Project and shall submit the Plans and specifications including the form of contract to the City Engineer and the City Law Director for review and approval which shall not be unreasonably delayed or withheld. The Engineer shall provide comments to the Township immediately upon receipt of the documents from the Township. Any questions shall be resolved expeditiously. Bid tabulations for the project shall be submitted to the City Engineer who shall be consulted for approval prior to award of construction contracts for the project.

V. INSPECTIONS

A. All inspections shall be completed by the Township or its representative.

VI. TERMINATION

A. If the cost of the Project exceeds the estimates by more than 10%, either Party may terminate this Agreement.

VII. LEGISLATIVE AUTHORITY

A. The Parties agree that the person(s) signing this Agreement has/have been authorized by appropriate legislative action by their respective legislative authorities.

VIII. OHIO LAW APPLIES

A. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

IX. BINDING ON SUCCESSORS

A. This Agreement shall be binding on the parties and their office holders, officials, employees, agents, successors and assigns.

X. COMPLETE AGREEMENT

A. This Agreement sets forth the entire agreement among the Parties and supersedes any prior discussions, negotiations, or representations among them regarding its subject matter. This Agreement also supersedes any prior past practices between the Parties. No additions or changes to this Agreement shall be made or be binding on any party unless made in writing and signed by each party.

XI. SEVERABILITY

A. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, and/or unenforceable in any respect, such invalidity, illegality, and/or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such clause had never been contained herein.

XII. AUTHORIZATION

The undersigned representatives of each of the parties hereby represent and warrant that he/she is the duly authorized officer or agent of such party, that each party has approved this agreement by appropriate legal and/or legislative action, and that this agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in duplicate, each of which shall be deemed an original on the date first above written.

CITY OF NORTH ROYALTON

BY: _____	_____
	WITNESS
PRINT: _____	
TITLE: _____	
DATE: _____	

HINCKLEY TOWNSHIP BOARD OF TRUSTEES

_____	_____
TRUSTEE	WITNESS
_____	_____
TRUSTEE	WITNESS
_____	_____
TRUSTEE	WITNESS
DATE: _____	

Approved as to form

And Correctness

S. Forrest Thompson

Approved as to

Form and Correctness

Brian M. Richter

Assistant Prosecuting Attorney

City of North Royalton

Law Director

Exhibit A

City of North Royalton Ordinance

Exhibit B

Hinckley Township Motion

Exhibit C

Medina County Engineering Office project estimate

PROPOSAL NO. 2 of 3 Proposals

ENGINEER'S ESTIMATE

To the Board of The Hinckley Twp. Trustees:

The undersigned, having full knowledge of the site and specifications for the following proposal, hereby agrees to furnish all services, labor, material and equipment necessary to complete said proposal as specified by the stipulated completion date(s). The undersigned further agrees to accept this total amount bid (based on estimated quantities) and understands that actual payment may vary according to actual quantities used. The unit prices bid shall be applied to actual quantities of materials used to form the basis of final payment. The total of said payments for all individual proposals will not exceed the total amount awarded for the entire contract.

Date of Bid Opening: _____ P.M., Ohio Time _____

Date of Final Completion: _____

For improving: _____ T.H. 13 Boston Road Section: _____ S.R. 3 Ridge Road to End

Materials identified by 2019 State of Ohio, Department of Transportation, Construction and Material Specifications, January 1, Edition shall prevail.

Length:	2,860 (Feet)	Length:	0.54 (Miles)
Width:	19.0 (Feet)	Aggr. Rate:	33 (Lbs/SY)
Mainline:	6,038 (Sq. Yds.)	CRS-2 Rate:	0.45 (Gals/SY)
Intersections:	27 (Sq. Yds.)		
Total Area:	6,065 (Sq. Yds.)		

Item	Quantity	Units	Item Description	Unit Cost	Total Cost
253	85	Cu. Yds.	301 Pavement Repairs – 4" Depth	\$300.00	\$25,500.00
422	2,730	Gals	CRS-2 Bituminous Latex Modified Seal Coat Applied at 0.45 Gals/SY	\$3.00	\$8,190.00
422	105	Tons	No. 57 Limestone Cover Aggregate Loaded, Hauled, Spread & Rolled @ 33 Lbs/SY	\$70.00	\$7,350.00
642	20	Feet	Stop Line, Type 1	\$6.00	\$120.00
614	1	Lump Sum	Traffic Control	\$5,000.00	\$5,000.00
Grand Total				--	\$46,160.00

Submitted By: _____ Date: _____

Andrew J. Conrad P.E., P.S.
Medina County Engineer