

CITY OF CHEVIOT
STATE OF OHIO

ORDINANCE NO. 17 - 14

TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CHEVIOT AND THE BOARD OF HAMILTON COUNTY COMMISSIONERS RELATIVE TO THE IMPROVEMENT OF WESTWOOD NORTHERN BOULEVARD AND TO DECLARE AN EMERGENCY.

WHEREAS, Section 153.61 of the Ohio Revised Code provides for agreements between any county and any municipal corporation for the joint construction of public improvements; and

WHEREAS, Hamilton County desires to resurface/rehabilitate the county's Westwood Northern Boulevard from approximately Race Road to North Bend Road; the county's portion of School Section Road from Harrison Avenue to Westwood Northern Boulevard; and the Race Road bridge over Westwood Northern Boulevard, said road being a County road; and

WHEREAS, the City of Cheviot desires to resurface/rehabilitate the City's portion of Westwood Northern Boulevard from approximately Race Road to North Bend Road; the City's portion of School Section Road from Harrison Avenue to Westwood Northern Boulevard; and Washington Avenue from Westwood Northern Boulevard to the City of Cheviot Corporation Line, a City street; and

WHEREAS, Hamilton County and the City of Cheviot acknowledge that the project is required for, and conducive to, the orderly and efficient flow of traffic through the area; that the public will benefit by creating a joint project to complete the construction of the project; and that the project is of mutual benefit to both jurisdictions; and

WHEREAS, Hamilton County and the City of Cheviot further acknowledge that all the work involved in the project will be located within the existing rights-of-way for the roads and no additional rights-of-way or easements will be required for the project; and

WHEREAS, Hamilton County and the City of Cheviot have obtained funds from the Ohio Public Works Commission to cover part of the costs involved in the construction of the project and these funds require a forty-two (42) percent local match of the total cost of the project; and

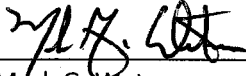
WHEREAS, Hamilton County and the City of Cheviot agree that the current estimate for the construction of the improvements for the total project is Four Million, Eight Hundred and Twenty-two Thousand Dollars and zero cents (\$4,822,000.00); that the current estimate for the county's portion of the project is Two Million, Seven Hundred and Ninety-four Thousand, Seven Hundred Dollars and zero cents (\$2,794,700.00); that the current estimate for the city's portion of the project is One Million, Seven Hundred and Eighty-three Thousand, Three Hundred Dollars and zero cents (\$1,783,300.00); and that the current estimate for the Green Township portion of the project is Two Hundred and Forty-four Thousand Dollars and zero cents (\$244,000.00).

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:

Section 1. It is hereby declared necessary and in the best interest of the City of Cheviot to execute an agreement with the Hamilton County Board of Commissioners in connection with the improvement of Westwood Northern Boulevard.

Section 2. The Safety-Service Director should be and hereby is authorized and directed to execute the attached agreement for an on behalf of the City of Cheviot, with the Board of Hamilton County Commissioners under the terms and conditions listed in the attached agreement, which is deemed to be a part of this ordinance as if fully set forth herein and, when so approved and executed, to be in full force and effect.


Section 3. This ordinance shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to provide for necessary street improvement and public safety at the earliest possible time.



Mark G. Waters
President of Council

June 6, 2017

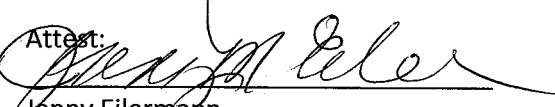
Date passed




Samuel D. Keller
Mayor

6-6-17

Date approved

Attest:


Jenny Eilermann
Clerk of Council

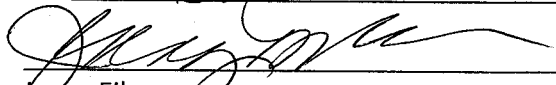
APPROVED AS TO FORM:


DEBORAH M. SLAUGHTER
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the Western Hills Press, a newspaper of general circulation in the City of Cheviot, once per week for two consecutive weeks, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

1. 6-14, 2017, and
2. 6-21, 2017.



Jenny Eilermann
Clerk of Council

—JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND THE CITY OF CHEVIOT FOR THE CONSTRUCTION OF IMPROVEMENTS TO WESTWOOD NORTHERN BOULEVARD, SCHOOL SECTION ROAD, RACE ROAD AND WASHINGTON AVENUE

PROJECT No. 501705

This JOINT AGREEMENT is entered into on this 6th day of June, 2017, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as the "COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "ENGINEER", and the City of Cheviot, hereinafter referred to as the "CITY", acting by and through its duly authorized City agent(s).

Whereas,

- 1) the COUNTY desires to resurface/rehabilitate the COUNTY's portion of WESTWOOD NORTHERN BOULEVARD from approximately Race Road to North Bend Road; the COUNTY's portion of SCHOOL SECTION ROAD from Harrison Avenue to Westwood Northern Boulevard; and the RACE ROAD bridge over Westwood Northern Boulevard, said road being a County road; and
- 2) the CITY desires to resurface/rehabilitate the CITY's portion of WESTWOOD NORTHERN BOULEVARD from approximately Race Road to North Bend Road; the CITY's portion of SCHOOL SECTION ROAD from Harrison Avenue to Westwood Northern Boulevard; and WASHINGTON AVENUE from Westwood Northern Boulevard to the City of Cheviot Corporation Line, a City street; and
- 3) the improvement of the above County roads and City streets is hereinafter referred to as the "PROJECT"; and
- 4) the COUNTY and the CITY acknowledge that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area; that the public will benefit by creating a joint project to complete the construction of the PROJECT; and that the PROJECT is of mutual benefit to both jurisdictions; and
- 5) the COUNTY and the CITY further acknowledge that all the work involved in the PROJECT will be located within the existing rights-of-way for the roads and no additional rights-of-way or easements will be required for the PROJECT.
- 6) the COUNTY and the CITY have obtained funds from the Ohio Public Works Commission to cover part of the costs involved in the construction of the PROJECT and these funds require a forty-two (42) percent local match of the total cost of the PROJECT; and

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- 7) the COUNTY and the CITY agree that the current estimate for the construction of the improvements for the total PROJECT is **Four Million, Eight Hundred and Twenty-two Thousand Dollars and zero cents (\$4,822,000.00)**; that the current estimate for the COUNTY's portion of the PROJECT is **Two Million, Seven Hundred and Ninety-four Thousand, Seven Hundred Dollars and zero cents (\$2,794,700.00)**; that the current estimate for the CITY's portion of the PROJECT is **One Million, Seven Hundred and Eighty-three Thousand, Three Hundred Dollars and zero cents (\$1,783,300.00)**; and that the current estimate for the Green Township portion of the PROJECT is **Two Hundred and Forty-four Thousand Dollars and zero cents (\$244,000.00)**.

Now therefore, the COUNTY and the CITY agree that:

The COUNTY and/or the ENGINEER will:

- 8) prepare the plans, quantity tabulation, and specifications/general notes for the COUNTY's portion of the PROJECT.
- 9) prepare the bid documents and contract for the PROJECT.
- 10) require the successful bidder to name the CITY, its officers, employees and agents as additional insured on all general, automobile, personal injury, contractor's risk insurance policies and all other applicable required insurance policies.
- 11) **PRIOR** to the commencement of the bidding process for the PROJECT, certify that the funds necessary for the COUNTY's portion of the PROJECT are available and have been allocated for the PROJECT.
- 12) administer the bidding process and, after receiving the bids, complete the computation and analysis of the bids and determine the lowest and best bid according to the applicable sections of the ORC.
- 13) submit the bids to the CITY for review and analysis by the CITY and obtain the CITY's authorization to execute the Construction CONTRACT, said authorization is not to be unreasonably withheld.
- 14) after receiving bids on the PROJECT, invoice the CITY for the total amount of the CITY's portion of the PROJECT cost **PRIOR** to the awarding of the construction contract for the PROJECT to the lowest and best bidder. The amount to be invoiced is to be calculated based upon the estimated quantities for the CITY's portion of the PROJECT and the prices submitted by the lowest and best bidder.
- 15) coordinate and administer the CONTRACT.
- 16) employ a qualified firm to complete all required testing on the PROJECT.
- 17) inspect the construction of the PROJECT improvements to the COUNTY's roads.
- 18) verify the quantities of work completed on the COUNTY's roads.

- 19) prepare a payment request and directly reimburse the Contractor for the costs of the PROJECT improvements constructed.
- 20) if any request is received from the Contractor for changes/modifications to the PROJECT, i.e. a Change Order, review and then either approve or deny the request. If the request involves work to be completed in the CITY's portion of the PROJECT, the request will be forwarded to the CITY for review and approval or denial of that portion of the request prior to the preparation of the appropriate Change Order.
- 21) after approving any request from the Contractor for changes/modifications to the PROJECT, prepare the appropriate Change Order. The Change Order will specify whether the Change Order is for general PROJECT work or is applicable to work in only one of the jurisdictions.
- 22) as may become necessary due to any approved Change Order(s), invoice the CITY for the CITY's portion of the Change Order.
- 23) be responsible for the local match for the cost of the improvements constructed under the PROJECT that are located within the COUNTY. Based upon the ENGINEER's pre-bid estimate and the local match of fifty (50) percent for the COUNTY'S portion of the PROJECT, the estimate of the COUNTY's portion of the PROJECT cost is **One Million, Three Hundred and Ninety-seven Thousand, Three Hundred and Fifty Dollars and zero cents (\$1,397,350.00)**. The final amount of the COUNTY's portion of the PROJECT cost will be determined based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.
- 24) be responsible for any additional funding that may become necessary because of approved Change Orders for the PROJECT involving work under the COUNTY's portion of the PROJECT.
- 25) after completion and acceptance of the PROJECT, if the CITY's portion of the PROJECT is constructed for less than the estimated cost, return all extra funds paid by the CITY to the CITY.

The CITY will:

- 26) prepare the plans, quantity tabulation, and specifications/general notes for the CITY's portion of the PROJECT.
- 27) **PRIOR** to the commencement of the bidding process for the PROJECT, certify that the funds necessary for the CITY's portion of the PROJECT are available and have been allocated for the PROJECT.
- 28) review and analyze the bids received and approve the lowest and best bid, said approval is not to be unreasonably withheld.
- 29) after the approval of the lowest and best bid, authorize the COUNTY to sign a CONTRACT with the lowest and best bidder to complete the construction of the PROJECT, said authorization is not to be unreasonably withheld.
- 30) allow the COUNTY and/or its agents to complete the construction of the PROJECT within the CITY's road rights-of-way.

- 31) inspect the construction of the PROJECT improvements to the CITY's roads.
- 32) verify the quantities of work completed on the CITY's roads.
- 33) if a request from the Contractor for changes/modifications to the PROJECT, i.e. a Change Order, is received from the COUNTY, review and then either approve or deny the request. Approval of the request is not to be unreasonably withheld. If the request from the Contractor is approved, direct the COUNTY to prepare and execute a Change Order.
- 34) be responsible for the local match for the cost of the improvements constructed under the PROJECT that are located within the CITY. Based upon the ENGINEER's pre-bid estimate and the local match of twenty-eight (28) percent for the CITY's portion of the PROJECT, the estimate of the CITY's portion of the PROJECT cost is **Four Hundred and Eighty-five Thousand Dollars and zero cents (\$485,000.00)**. The final amount of the CITY's portion of the PROJECT cost will be determined based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.
- 35) be responsible for any additional funding that may become necessary because of approved Change Orders for the PROJECT involving work under the CITY's portion of the PROJECT.

The COUNTY and the CITY further agree that:

- 36) this agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. No provision of this JOINT AGREEMENT shall be altered, waived or amended except in writing signed by both parties.
- 37) prior to the execution of the construction CONTRACT, either party to this JOINT AGREEMENT reserves the right to delete a portion of or the total of the PROJECT that is located within that party's jurisdiction for **ANY REASON**, e.g. the cost of said work exceeds the budgetary restraints of the pertinent agency.
- 38) after the completion of the PROJECT, either party to this JOINT AGREEMENT and/or each Engineer shall maintain and keep in repair those portions of the roadway, located within its respective jurisdiction, at no further expense to the other party.
- 39) the construction of this PROJECT as a Joint Project does **NOT** mean that either party to this JOINT AGREEMENT or any Engineer has accepted from or delegated to the other party or parties the responsibility and/or liability for the design and/or construction of those sections of the PROJECT completed within the other respective party's jurisdiction.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the COUNTY and the CITY have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

CITY OF CHEVIOT:

By: _____
City Manager

Approved as to Form:

By: _____
Law Director

HAMILTON COUNTY:

By: _____
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: _____
County Administrator

Approved as to Form:

By:  _____
Assistant County Prosecutor