

**AGREEMENT FOR COOPERATION AND COST SHARING OF THE STATE
ROUTE 619 SANITARY SEWER EXTENSION PROJECT**

This Agreement ("Agreement") is entered into this ____ day of _____, 2018 by and between the County of Summit, an Ohio Charter County with its principal place of business located at 175 South Main Street, Akron, Ohio ("County") on behalf of its Department of Sanitary Sewer Services ("DoSSS") and the City of Green, an Ohio chartered political subdivision, with its principal place of business located at 1755 Town Park Boulevard, Green, Ohio, 44685 ("City").

WHEREAS, the City desires to extend the gravity sanitary sewer running in the public right of way along State Route 619 for 2,200 lineal feet from manhole GDET to East Liberty Park, located at 471 East Turkeyfoot Lake Road, in the City ("Project"); and

WHEREAS, the County also desires to extend said sanitary sewer for the Project; and

WHEREAS, the parties recognize that there will be greater efficiency in cost and logistics by having the County design the plans, bid and oversee construction of the Project; and

WHEREAS, the City shall participate with the County by paying a share of the costs of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1. CONSENT

City hereby gives its consent for the County to act as its contractual agent for the design and construction of the Project.

The County agrees to act as the contractual agent for City in connection with the design and construction of the Project.

SECTION 2. PARTICIPATION

It is agreed and understood between the County and City that:

- A. the County intends to design the Project using its own staff, but may also award a contract for design of the Project;
- B. in the event that the County determines that the Project will not be designed using its own staff, the County shall defer to the City to make the final selection of the design consultant after completion of the County request for qualification process, subject to

approval, pursuant to County of Summit Codified Ordinances Chapter 177 including Board of Control and County Council approval;

C. the County shall be the lead agency for the design and construction of the Project, including construction management;

D. the County shall separately obtain any easements required for the Project over private property if necessary, although the Project should be within the public right of way. The valuation and acquisition of any such easements shall be handled by the County, and shall not be included in the costs of design or construction of the Project.

When design of the Project is complete, the City shall review the plans and specification prepared prior to the release of bid packages for construction of the Project and either will approve said plans and specifications or request changes so long as they are not in conflict with County standards.

After approval of the plans and specifications of the Project by the City, the County will conduct the bidding of the construction contract in accordance with Chapter 177 of the County of Summit Codified Ordinances. Prior to the award of the construction contract the City will participate in the review of the bids submitted, and the selection of the contractor. The County will use its best efforts to coordinate its project with the City's East Liberty Park Bathroom installation project.

Following selection of the contractor, the County will enter into the construction contract, oversee and manage the construction of the Project and perform any necessary construction inspection services.

Throughout the construction process the City will review the progress of the construction at 30%, 60% and 90% of completion, at final inspection and whenever a change order is requested.

SECTION 3. COST OF PROJECT AND FUNDING

The proposed budget for the Project is attached hereto and incorporated herein as Exhibit "A".

With regard to the design of the Project, the County may design the Project using its staff. The County retains the right to use outside design services and the cost of said services will not exceed the amount set forth in Exhibit "A". In the event the County designs the Project using its staff, the County will be solely responsible for said costs.

The cost of construction of the Project set forth in Exhibit "A" includes a 10% contingency.

The amount included in Exhibit "A" for Construction Management Fees includes preparation of bid specifications and inspections throughout construction.

Any change orders on the Project during design or construction shall be reviewed and approved by the City prior to authorization by the County and then shall be processed by the County in accordance with County Ordinances.

The County shall pay all costs of the Project up front, through completion. Upon completion of the Project, the County shall invoice the City for Sixty-two and one half per cent (62.5%) of the cost of the Project provided, however, that any cost for in-house design services will not be shared by the City. The City shall pay the invoice within forty-five (45) days.

The County, at all times during the Project, shall maintain adequate liability insurance.

The County will own the Route 619 Sanitary Sewer System upon completion and will be responsible for maintenance.

SECTION 4. EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.

SECTION 5. APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and the under the jurisdiction of a Court in Summit County, Ohio.

SECTION 6. WAIVER

A waiver by any party of any breach or default by any other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

SECTION 7. CONFLICT

In the event of a conflict between the terms and provisions of the body of the Agreement, and any exhibit hereto, the terms and provisions of the body of the Agreement shall control.

SECTION 8. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

SECTION 9. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same.

SECTION 10. ELECTRONIC SIGNATURES

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

SECTION 11. EXECUTION

This Agreement is not binding upon the City unless executed in full, and is effective as of the date signed by the Mayor of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2018.

CITY OF GREEN:

COUNTY OF SUMMIT:

By _____
Gerard Neugebauer, Mayor

By _____
Ilene Shapiro, Executive

Date

Date

Approved as to form:

Approved as to form:

Diane A. Calta
Director of Law

Deborah S. Matz
Director, Department of Law,
Insurance and Risk Management

FINANCE DIRECTOR'S CERTIFICATE/CITY OF GREEN

I, Steven L. Schmidt, Director of Finance of the City of Green, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

Finance Director

Date: _____

Exhibit A
Project Estimated Budget

Project Design	\$70,000
Construction	\$605,000
Construction Management Fee	\$8,400