

2017-082

**AGREEMENT FOR COOPERATION AND COST SHARING OF THE Q-179
MIDDLETON ROAD SANITARY AND STORM SEWER REPLACEMENT
PROJECT**

WHEREAS, the County of Summit plans to replace its sanitary sewer line along Middleton Road in the City of Hudson (the "Sanitary Project") in Project Q-179 Middleton Road Sanitary Sewer and Storm Sewer Replacement Project (the "Project"); and

WHEREAS, the storm sewer system in the City of Hudson ("Hudson") is owned and maintained by Hudson, and the City Engineer of Hudson has recommended improvements to the storm sewer system as the ditches should be improved and existing storm sewers may be undersized (the "Storm Project"); and

WHEREAS, Hudson and the County wish to realize cost savings by combining the above Storm Project with the Sanitary Project into one combined project (the "Project") with the County acting as the lead agency on the Project;

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

SECTION 1. CONSENT

Hudson gives its consent for the County to act as the lead agency and its contractual agent in connection with the construction of the Project, where necessary and based on the construction plans for the Project

The County agrees to act as the lead agency and contractual agent for Hudson in connection with the construction of the Project.

In accordance with the provisions of Section 4 of this Agreement, Hudson hereby approves and ratifies all contracts which the County has or may enter into on Hudson's behalf which are necessary to the construction of the Project.

SECTION 2. COOPERATION

The County and Hudson each agree to cooperate with respect to the construction, inspections, permits, and payment for the construction of the Project.

SECTION 3. PARTICIPATION

- A. The County represents that it has competitively bid the construction contract and its Council will award the contract for the construction of the Project.

- B. While Hudson shall not be an executing party to the construction contract for the Project, Hudson is an intended beneficiary of the construction contract.

SECTION 4. FUNDING

- A. The County shall pay for the Sanitary Project portion of the Project and Hudson shall pay for the Storm Project portion of the Project. The Storm Project portion of the Project shall not exceed \$200,000.00, which includes a 10% Hudson contingency. The County must obtain written approval from Hudson's City Manager for any work under the Project for any amount over \$200,000.00 for the Storm Project.

- B. The County's Responsibility:

The County shall receive and process all invoices. Upon receipt of a contractor's invoice for the Project, the County shall review, approve and make payment, on behalf of the County and Hudson, and agrees to advance payment of the entire cost of the Project.

- C. Hudson's Responsibility:

Hudson shall reimburse the County for the Storm Project as provided for in Section 4.A. above. The County shall invoice Hudson within 2 weeks of having made a payment to the contractor under the construction agreement. Hudson shall pay said invoices within 45 days of receipt.

SECTION 5. 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 each party.

The parties hereto have executed this Agreement this ____ day of _____, 2017.

CITY OF HUDSON:

COUNTY OF SUMMIT

By _____
Its City Manager Date

By _____
Its Executive

Approved as to form:

Approved as to form:

R. Todd Hunt
Solicitor, City of Hudson

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

FINANCE DIRECTOR'S CERTIFICATE/CITY OF HUDSON

I, _____, Finance Director of the City of Hudson, 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.

Jeff Knoblauch
Finance Director

Date: _____