

Cooperative Funding Intergovernmental Agreement
between
County of Summit, Ohio
and
City of Green
for
Sanitary Sewer Infrastructure Improvements
at
Massillon Road at Boettler Road and Corporate Woods Roundabouts

This Cooperative Funding Intergovernmental Agreement (“Agreement”) is entered into effective on the date signed by the County Executive, by and between the **County of Summit, Ohio** (“County”), an Ohio charter county, with its principal place of business located at 175 S. Main Street, 8th Floor, Akron, Ohio 44308, on behalf of its Department of Sanitary Sewer Services (“DSSS”) and the **City of Green** (“City”), an Ohio municipality, with its principal place of business located at 1755 Town Park Boulevard, Green, Ohio 44685 (hereinafter collectively referred to as the “Parties”).

RECITALS:

WHEREAS, the County established the Summit County Metropolitan Sewer District for the purpose of preserving and promoting the public health and welfare by providing sewer services pursuant to Ohio Revised Code § 6117.01; and

WHEREAS, the City intends to complete its Massillon Road at Boettler Road and Corporate Woods Roundabouts Project, wherein the City will convert two traditional signalized intersections into roundabouts, modify the existing corridor to add a divided median and resurface Massillon Road. The project includes, curbing, sidewalks, drainage, pavement markings and will further include the replacement of the County Sanitary Sewer Force Main as further described in this Agreement. (“City Improvements”); and

WHEREAS, the County intends to replace the existing 10” DIP (ductile iron pipe) force main located on Massillon Road with a new 16” force main that will run from the intersection of Boettler Road and Massillon Road to the existing 16” force main located on Massillon Road just north of the I-77 north bound on ramp. The proposed force main is approximately 2,210 LF (linear feet) and located within the public right-of-way and within the project limits of the City Improvements; and

WHEREAS, there is approximately 905 LF of additional 16” force main replacement beyond the original project limits for the City Improvements that the County wants to include for the County’s project for a total of approximately 3,115 LF force main replacement (“County Sanitary Sewer Force Main”); and

WHEREAS, recognizing that there will be greater efficiency in both cost and logistics if the respective projects are combined, the parties agree that the City will incorporate the approximate 2,210 LF located **within** the project limits and the additional 905 LF located **beyond** the project limits for a total of approximately 3,115 LF into the City's Improvements in order to complete the County Sanitary Sewer Force Main; and

WHEREAS, the Parties desire to enter into this Agreement that provides the City shall complete the County Sanitary Sewer Force Main as included in the City Improvements and the County shall pay the City for the completion of the Sanitary Sewer Force Main Improvement as provided herein; and

WHEREAS, the County is authorized to enter into this Agreement and shall obtain legislative approval if required pursuant to the Codified Ordinance of Summit County Section 177.21(b); and

WHEREAS, the City is authorized to enter into this Agreement and shall obtain legislative approval from the City's Council to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable considerations, the County and the City agree as follows:

SECTION 1.

The Recitals set forth above are incorporated into this Agreement.

SECTION 2.

- A. The City has selected DiGioia Suburban Excavating and the City will oversee and manage the construction of the Sanitary Sewer Force Main Improvement portion of the City Improvements as depicted in Exhibit A which is attached and incorporated herein by reference.
- B. The County will perform inspection services, shall have the ability to review the construction and review any change orders for the Sanitary Sewer Force Main Improvement portion of the City Improvements.
- C. The Parties shall cooperate with each other and coordinate with DiGioia Suburban Excavating in order to complete the Sanitary Sewer Force Main portion of the City Improvement.
- D. The County agrees to timely pay the City an amount not to exceed **Three Hundred Sixteen Thousand Seven Hundred Thirty Eight Dollars and Ninety Cents (\$316,738.90)** for the construction costs of the Sanitary Sewer Force Main Improvement portion of the City Improvements, which is further detailed in Exhibit B that is attached and incorporated herein by reference, upon completion.

SECTION 3.

It is mutually understood and agreed that in order to proceed under the terms of this Agreement, the Parties shall adopt legislation from their governing bodies that authorizes their duly authorized representatives to execute any ordinance, resolution, agreements or other documents necessary and to appropriate the necessary funds to comply with this Agreement.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

The Parties agree that neither party has the power or authority to bind the other party to contracts or other obligations.

SECTION 7.

The Parties agree that each party had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, both the County and the City agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

SECTION 8.

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

SECTION 9.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

SECTION 10.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code 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.

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

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement effective on the date signed by the County Executive.

CITY OF GREEN

Approved as to form:

By: _____
Rocco P. Yeargin, Mayor

Lisa Carey Dean, Law Director

Date: _____

COUNTY OF SUMMIT, OHIO

Approved as to form:

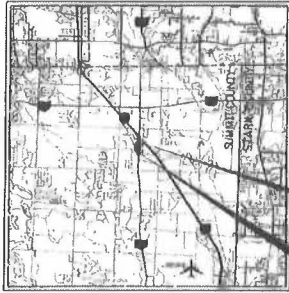
By: _____
Ilene Shapiro, Executive

Brian K. Harnak, Director
Department of Law and Risk Management

Date: _____

EXHIBIT A

CITY OF GREEN MASSILLON ROAD AT BOETTLER ROAD & CORPORATE WOODS ROUNDBOUTS SUMMIT COUNTY



LOCATION MAP
 LATITUDE: 40° 57' 35" LONGITUDE: 81° 28' 00"
 SCALE IN MILES
 PORTION TO BE IMPROVED
 INTERSTATE HIGHWAY
 FEDERAL ROUTES
 STATE ROUTES
 COUNTY & TOWNSHIP ROADS
 OTHER ROADS

DESIGN DESIGNATION			
	MASSILLON ROAD	BOETTLER ROAD	CORPORATE WOODS
COMPANY AID 120241	25000	8700	10000
DESIGN YEAR AID 120241	25000	1000	8500
DESIGN YEAR 120241	25000	1000	750
DIRECTIONAL DISTRIBUTION	55%	45%	45%
TRUCKS 12 HOUR PERCENT	5%	1%	1%
DESIGN SPEED	30 MPH	35 MPH	25 MPH
LEGAL SPEED	35 MPH	35 MPH	25 MPH
DESIGN FUNDING	UNPAID	UNPAID	UNPAID
DESIGN FUNDING	UNPAID	COLLECTOR	COLLECTOR
DESIGN FUNDING	UNPAID	UNPAID	UNPAID
DESIGN FUNDING	UNPAID	UNPAID	UNPAID

DESIGN EXCEPTIONS
 NONE REQUIRED

UNDERGROUND UTILITIES
 Contact Two Working Days Before You Dig

OHIO811, 8-1-1, or 1-800-382-2764
 (Non-members must be called directly)

PLAN PREPARED BY
STRUCTUREPOINT

END PROJECT
 STA 12+50.00
 (MASSILLON ROAD)

BEGIN PROJECT
 STA 12+50.00
 (MASSILLON ROAD)

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PROJECT DESCRIPTION

CONSTRUCTION OF TWO ROUNDBOUTS, ONE AT THE INTERSECTION OF MASSILLON ROAD, BOETTLER ROAD AND SPANIS BURBANK, AND ONE AT THE INTERSECTION OF MASSILLON ROAD, CORPORATE WOODS CIRCLE AND THREE DRIVE. IMPROVEMENTS INCLUDE NEW STREET LIGHTING, MODIFICATIONS TO THE STORM SEWER, NEW CURB, GUTTERS, AND LANDSCAPING.

PROJECT EARTH DISTURBED AREA: 7.220 ACRES
 ESTIMATED CONTRACTOR EARTH DISTURBED AREA: 0.25 ACRES
 NUMBER OF IMPACT EARTH DISTURBED AREAS: 1 (200' MIN)

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT SHALL NOT REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY EXCEPT FOR THE SHORT PERIODS AS DESCRIBED ON SHEET 32 AND THAT PROVISIONS FOR THE MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND ESTIMATES.

NO.	DATE	BY	FOR	BY	NO.	DATE	BY	FOR	BY	SUPPLEMENTAL SPECIFICATIONS	SPECIAL PROVISIONS
SP-1	10/12/20	ML	MAINT	ML	SP-1	10/12/20	ML	MAINT	ML		
SP-2	10/12/20	ML	MAINT	ML	SP-2	10/12/20	ML	MAINT	ML		
SP-3	10/12/20	ML	MAINT	ML	SP-3	10/12/20	ML	MAINT	ML		
SP-4	10/12/20	ML	MAINT	ML	SP-4	10/12/20	ML	MAINT	ML		
SP-5	10/12/20	ML	MAINT	ML	SP-5	10/12/20	ML	MAINT	ML		
SP-6	10/12/20	ML	MAINT	ML	SP-6	10/12/20	ML	MAINT	ML		
SP-7	10/12/20	ML	MAINT	ML	SP-7	10/12/20	ML	MAINT	ML		
SP-8	10/12/20	ML	MAINT	ML	SP-8	10/12/20	ML	MAINT	ML		
SP-9	10/12/20	ML	MAINT	ML	SP-9	10/12/20	ML	MAINT	ML		
SP-10	10/12/20	ML	MAINT	ML	SP-10	10/12/20	ML	MAINT	ML		
SP-11	10/12/20	ML	MAINT	ML	SP-11	10/12/20	ML	MAINT	ML		
SP-12	10/12/20	ML	MAINT	ML	SP-12	10/12/20	ML	MAINT	ML		
SP-13	10/12/20	ML	MAINT	ML	SP-13	10/12/20	ML	MAINT	ML		
SP-14	10/12/20	ML	MAINT	ML	SP-14	10/12/20	ML	MAINT	ML		
SP-15	10/12/20	ML	MAINT	ML	SP-15	10/12/20	ML	MAINT	ML		
SP-16	10/12/20	ML	MAINT	ML	SP-16	10/12/20	ML	MAINT	ML		
SP-17	10/12/20	ML	MAINT	ML	SP-17	10/12/20	ML	MAINT	ML		
SP-18	10/12/20	ML	MAINT	ML	SP-18	10/12/20	ML	MAINT	ML		
SP-19	10/12/20	ML	MAINT	ML	SP-19	10/12/20	ML	MAINT	ML		
SP-20	10/12/20	ML	MAINT	ML	SP-20	10/12/20	ML	MAINT	ML		

ENGINEER'S SEAL

SIGNED: [Signature]
 DATE: 10/12/20

APPROVED: [Signature]
 DATE: 10/12/20
 CITY OF GREEN, OHIO

SEWERAGE DEPT. OF SANITARY SERVICES

APPROVED: [Signature]
 DATE: 10/12/20
 CITY OF GREEN, OHIO

FEDERAL PROJECT NO. E1705823 E160823
 COUNTY NO. 103172 103173
 CONSTRUCTION PROJECT NO. NONE
 MASSILLON ROAD ROUNDBOUTS
 285

EXHIBIT A

Sanitary Sewer Regulators
Within City of Pleasant Hill

Sanitary Sewer Regulators
Outside City of Pleasant Hill

SANITARY SEWER AND APPURTENANCES

ALL SANITARY SEWERS AND APPURTENANCES SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH CURRENT STANDARDS AND SPECIFICATIONS (OEPA 15400001.AM) OF THE DEPARTMENT OF SANITARY SEWER SERVICES (D.S.S.S.).

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED. ORDINANCE NO. 65-1556, APPROVED 10/4/85.

APPROVAL BY D.S.S.S. CONSTITUTES NEITHER EXPRESSED NOR IMPLIED WARRANTIES AS TO THE FITNESS, ACCURACY, OR SUFFICIENCY OF PLANS, DESIGNS OR SPECIFICATIONS.

THE DESIGN ENGINEER CERTIFIES THAT ALL KNOWN UTILITIES IN EXISTING PROPOSED ROADS AND EASEMENTS ARE SHOWN.

ALL SANITARY SEWERS SHALL PASS THE AIR ACCEPTANCE TEST PRIOR TO ACCEPTANCE BY D.S.S.S.

ALL SANITARY SEWERS SHALL BE VIDEO TAPED BY THE OWNER AND FOUND TO BE FREE OF DEFECTS AND FOREIGN MATTER AND IN PROPER ALIGNMENT PRIOR TO FORMAL ACCEPTANCE BY D.S.S.S.

ALL MANHOLES SHALL BE SUPPLIED WITH SOLID COVERS. ALL SANITARY LATERALS SHALL BE EXTENDED TO NOT LESS THAN 15 FEET INTO THE PROPERTY.

ALL SANITARY LATERALS SHALL BE LAID AT NO LESS THAN 1% GRADE. SANITARY SEWER MATERIALS SHALL CONFORM TO D.S.S.S. AND O.E.P.A. STANDARDS.

THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DAMAGE TO THE EXISTING SEWERAGE SYSTEM RESULTING FROM NON-COMFORMANCE WITH STANBET COUNTY STANDARDS OR GENERAL NEGLIGENCE.

A 12" MAXIMUM MANHOLE GRADE ADJUSTMENT IS PERMITTED. ADJUSTMENT IS TO BE MADE WITH PRECAST GRADE RINGS OR IN-PIECE RUBBER RISER RINGS. A MINIMUM OF ONE 10" GRADE RING IS REQUIRED AT EACH MANHOLE.

EXTERNAL CHIMNEY SEALS SHALL BE INSTALLED ON ALL NEW MANHOLES. MANHOLE COVER INSERTS SHALL BE PROVIDED FOR ALL MANHOLES.

WHERE INLET AND OUTLET PIPES CONNECT TO MANHOLES, A FLEXIBLE WATER TIGHT JOINT, AS APPROVED BY D.S.S.S., IS REQUIRED. SANITARY SEWER MATERIAL SHALL CONSIST OF PVC SOX-35 MEETING ASTM D3034 WITH JOINTS CONFORMING TO ASTM D3218. *CHECK STANDARDS FOR APPROVED MATERIAL AND ASTM SECTIONS*

THE OWNER (CONTRACTOR) MUST ALERT THE OHIO UTILITIES PROTECTION SERVICE AT AT LEAST 48 HOURS BEFORE EXCAVATION HAS BEGUN. ALL ROUGH GRADING (WITHIN 6" OF FINISHED GRADE) SHALL BE COMPLETED WITHIN THE RIGHT-OF-WAY PRIOR TO SANITARY SEWER CONSTRUCTION.

NO SEWER CONSTRUCTION WILL BE PERMITTED UNTIL SUCH TIME THAT THE PLANS ARE APPROVED BY D.S.S.S. AND THE O.E.P.A. INCLUDING PAYMENT OF THE REVIEW AND PERMIT TO INSTALL FEES REQUIRED BY THE O.E.P.A.

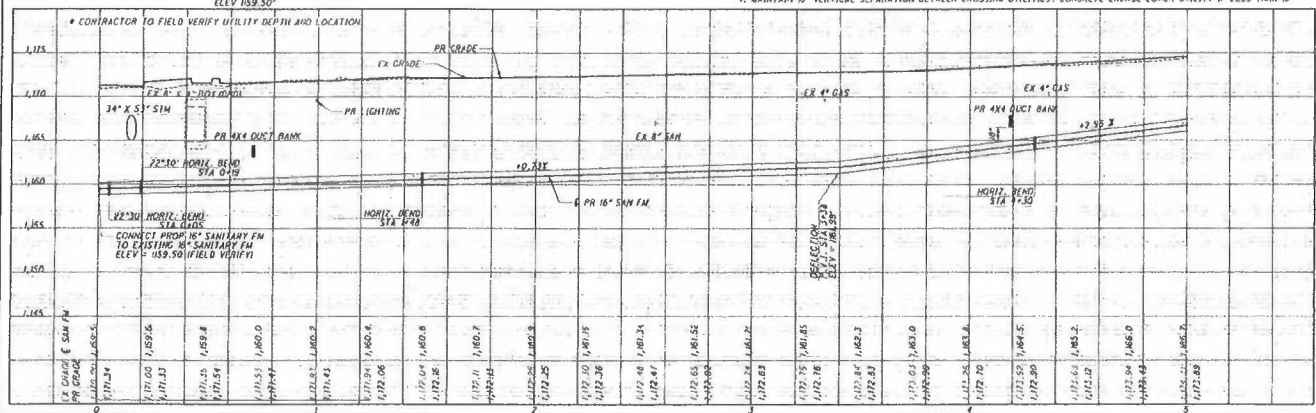
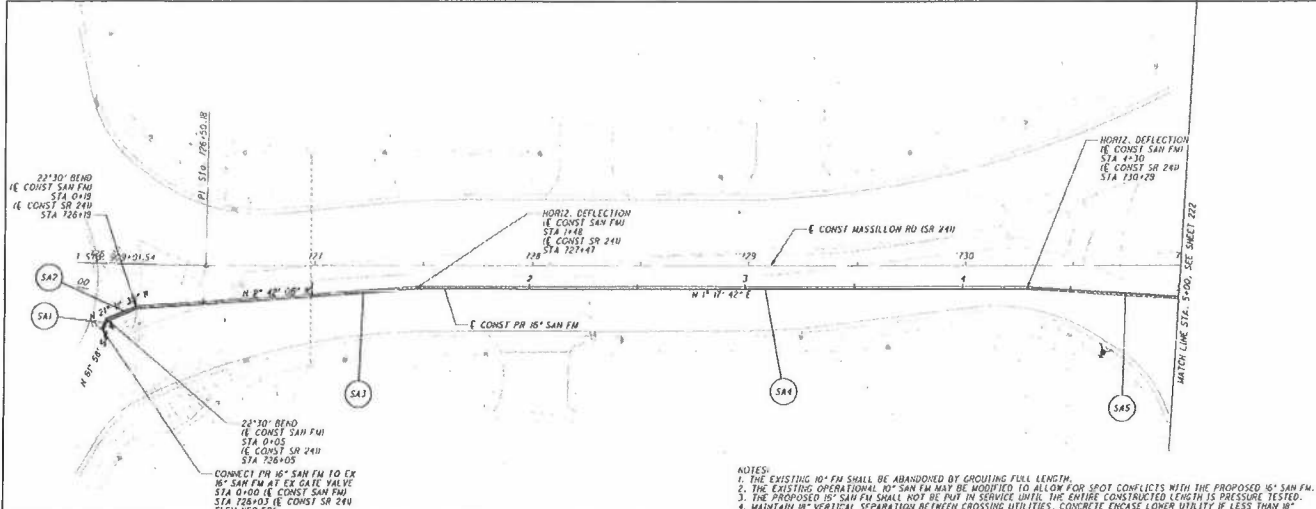
ALL SANITARY SEWERS CONTAINED HEREIN ARE TO BE PRIVATELY (PUBLICLY) OWNED AND MAINTAINED. (AS APPLICABLE) IS* SANITARY SEWER, AS PER PLAN 10* SANITARY SEWER, AS PER PLAN SANITARY PIPE SHALL MEET REQUIREMENTS AS NOTED IN THE SANITARY GENERAL NOTES.

Plot: 2024-01-15
Title: Sanitary Sewer Regulators
Sheet: 01 of 01
Date: 2024-01-15
Time: 10:00 AM
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Path: [REDACTED]

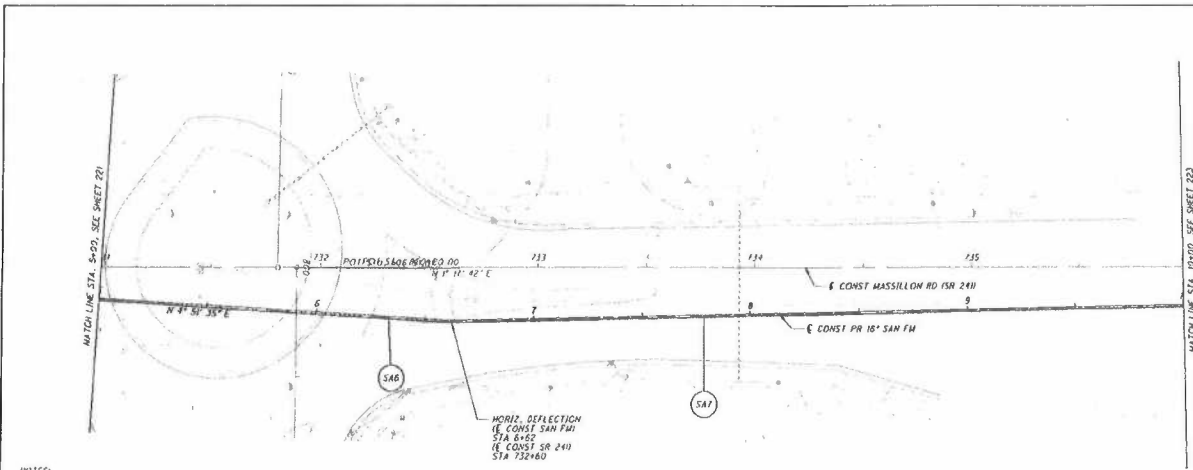
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MASSILLION ROAD
ROUNDABOUTS

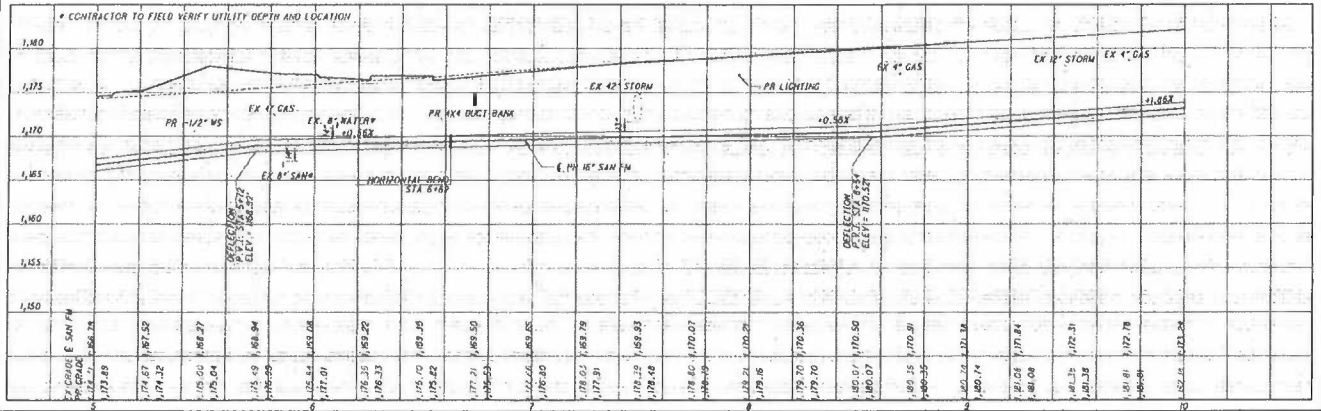
SANITARY SEWER NOTES

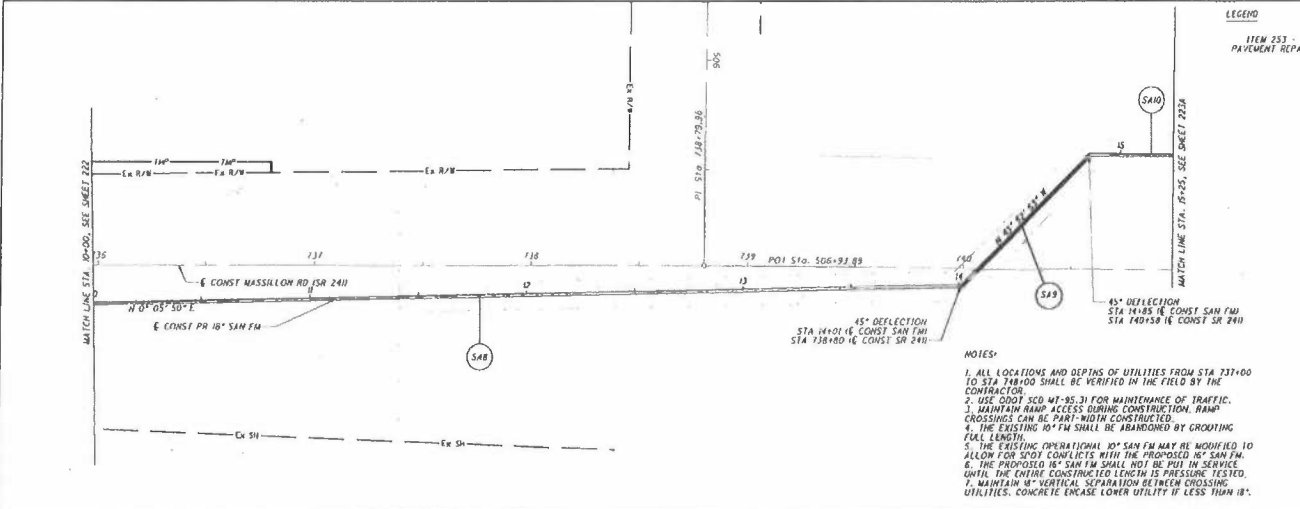


CONTRACTOR TO FIELD VERIFY UTILITY DEPTH AND LOCATION

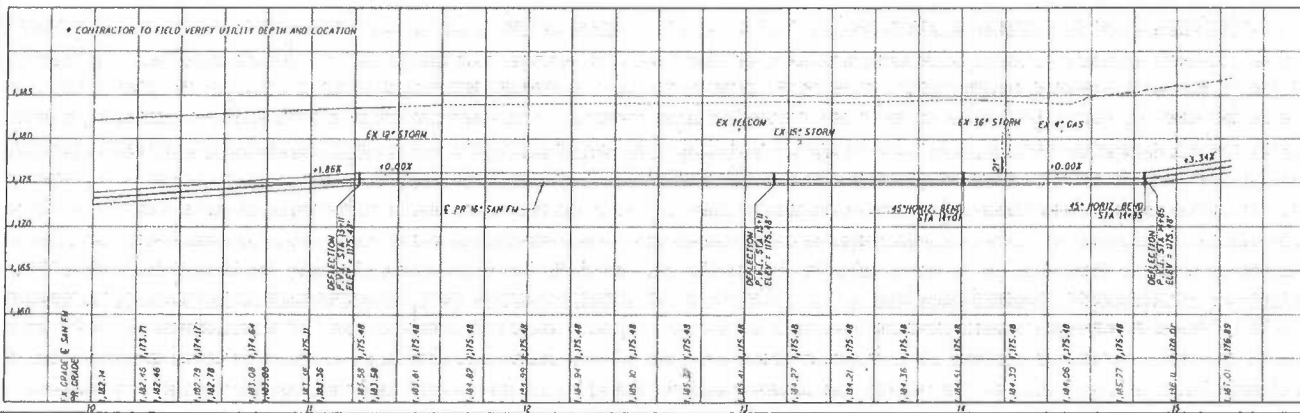


- NOTES:
1. THE EXISTING 10" FM SHALL BE ABANDONED BY GROUTING FULL LENGTH.
 2. THE EXISTING OPERATIONAL 10" SAN FM MAY BE MODIFIED TO ALLOW FOR SPOT CONFLICTS WITH THE PROPOSED 10" SAN FM.
 3. THE PROPOSED 10" SAN FM SHALL NOT BE TYPED IN SERVICE UNTIL THE ENTIRE CONSTRUCTED LENGTH IS PRESSURE TESTED.
 4. MAINTAIN 18" VERTICAL SEPARATION BETWEEN CROSSING UTILITIES. CONCRETE ENCASE LOWER UTILITY IF LESS THAN 18"

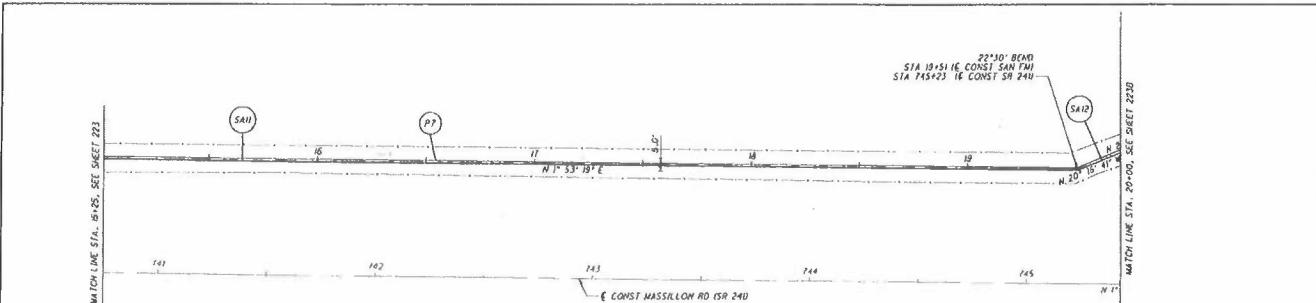




- NOTES:**
1. ALL LOCATIONS AND DEPTHS OF UTILITIES FROM STA 737+00 TO STA 748+00 SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
 2. USE ODOT SCD 41-85.31 FOR MAINTENANCE OF TRAFFIC.
 3. MAINTAIN RAMP ACCESS DURING CONSTRUCTION. RAMP CROSSINGS CAN BE PART NOTH CONSTRUCTED.
 4. THE EXISTING 10" FW SHALL BE ABANDONED BY GROUTING FULL LENGTH.
 5. THE EXISTING OPERATIONAL 10" SAN FW MAY BE MODIFIED TO ALLOW FOR SPOT CONFLICTS WITH THE PROPOSED 18" SAN FW.
 6. THE PROPOSED 18" SAN FW SHALL NOT BE PUT IN SERVICE UNTIL THE ENTIRE CONSTRUCTED LENGTH IS PRESSURE TESTED.
 7. MAINTAIN 18" VERTICAL SEPARATION BETWEEN CROSSING UTILITIES. CONCRETE ENCASE LOWER UTILITY IF LESS THAN 18".

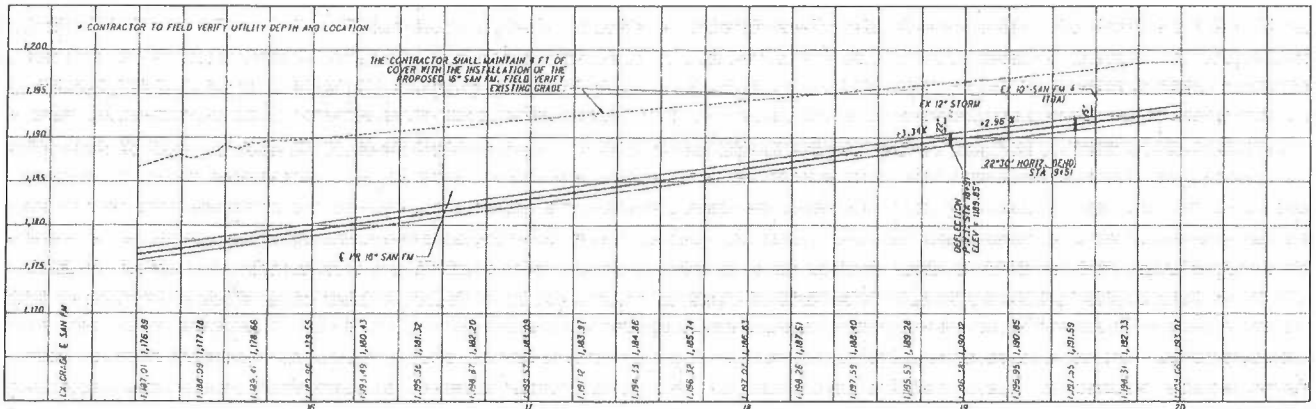


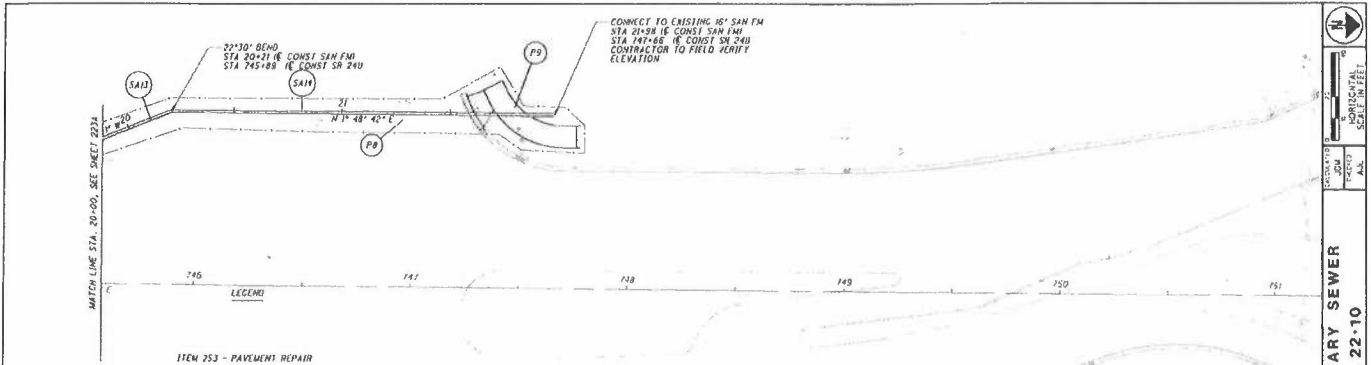
LEGEND
 ITEM 253 - PAVEMENT REPAIR



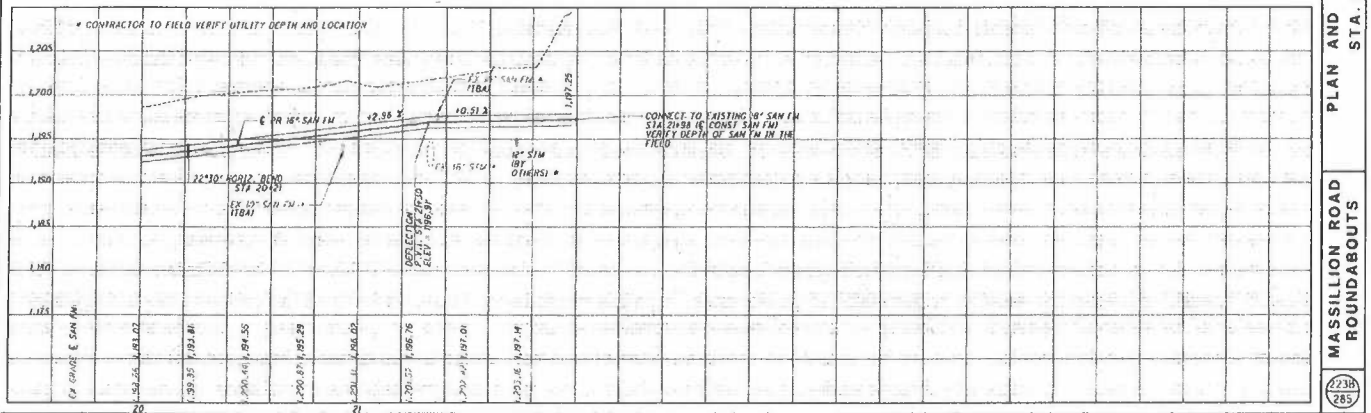
- NOTES:
1. ALL LOCATIONS AND DEPTHS OF UTILITIES FROM STA 737+00 TO STA 748+00 SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
 2. USE ODOT SEC NY-95.30 FOR MAINTENANCE OF TRAFFIC.
 3. MAINTAIN RAMP ACCESS DURING CONSTRUCTION. RAMP CROSSINGS CAN BE PAVE-WITH CONSTRUCTED.
 4. THE EXISTING 10" FM SHALL BE ABANDONED BY GRADING FULL LENGTH.
 5. THE EXISTING OPERATIONAL 10" SAN FM MAY BE MODIFIED TO ALLOW FOR SPOT CONFLICTS WITH THE PROPOSED 18" SAN FM.
 6. THE PROPOSED 18" SAN FM SHALL NOT BE PUT IN SERVICE UNTIL THE ENTIRE CONSTRUCTED LENGTH IS PRESSURE TESTED.
 7. CUT THE EXISTING CONCRETE SLOPE PROTECTION ALONG THE EXISTING JOINTS. REMOVE FIBER PAINT AND REFRACE. THE HORIZONTAL ALIGNMENT OF THE SANITARY SEWER CAN BE ADJUSTED PER DIRECTION OF THE PROJECT ENGINEER.
 8. MAINTAIN 18" VERTICAL SEPARATION BETWEEN CROSSING UTILITIES. CONCRETE ENCASE LOWER UTILITY IF LESS THAN 18"

- LEGEND
- ITEM 202 - CONCRETE SLOPE PROTECTION REMOVED
 - ITEM 601 - CONCRETE SLOPE PROTECTION
 - ITEM 253 - PAVEMENT REPAIR





- NOTES:
1. ALL LOCATIONS AND DEPTHS OF UTILITIES FROM STA 737+00 TO STA 748+00 SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
 2. USE DOTT SCD #1-95.31 FOR MAINTENANCE OF TRAFFIC.
 3. MAINTAIN RAMP ACCESS DURING CONSTRUCTION. RAMP CROSSINGS CAN BE PART-WIDTH CONSTRUCTION.
 4. THE EXISTING 10" F.W. SHALL BE ADAPTED BY GROWING PAVE LENGTH.
 5. THE EXISTING OPERATIONAL 10" SAN F.W. MAY BE MODIFIED TO ALLOW FOR SPOT CONFLICTS WITH THE PROPOSED 16" SAN F.W.
 6. THE PROPOSED 16" SAN F.W. SHALL NOT BE PUT IN SERVICE UNTIL THE ENTIRE CONSTRUCTED LENGTH IS PRESSURE TESTED.
 7. MAINTAIN 18" VERTICAL SEPARATION BETWEEN CROSSING UTILITIES. CONCRETE ENCASE LOWER UTILITY IF LESS THAN 18".



MASSILLION ROAD ROUNDABOUTS
 PLAN AND PROFILE-SANITARY SEWER
 STA. 20+00 TO STA. 22+10
 SCALE: HORIZONTAL 1"=50' VERTICAL 1"=5'
 2238
 285

Exhibit B

**City of Green
Massillon Road at Boettler Road and Corporate Woods Roundabouts
PID #103172
Sanitary Sewer FM Outside Project Limits**

Ref No.	Item No.	Extension	Description	Unit	Unit Price	QTY	Total Cost	Notes
BID SCHEDULE								
SANITARY								
142	811	97400	CONDUIT, MISC. 16" SANITARY SEWER, AS PER PLAN	FT	\$ 165.00	1057.00	\$ 174,405.00	STA 11+41 to STA 21+98
8	202	32800	CONCRETE SLOPE PROTECTION REMOVAL	SY	\$ 43.00	373.00	\$ 16,039.00	Measured in field
98	253	1000	PAVEMENT REPAIR	SY	\$ 155.00	397.00	\$ 61,535.00	1' Overcut on trench of 6.5' average width (includes Shared-use Path)
38	601	21000	CONCRETE SLOPE PROTECTION	SY	\$ 110.00	373.00	\$ 41,030.00	Measured in field
29	608	10000	4" CONCRETE WALK	SF	\$ 6.30	108.00	\$ 680.40	Scaled in Drawings
31	608	52000	CURB RAMP	SF	\$ 12.00	63.00	\$ 756.00	Plan QTY
32	608	53020	DETECTABLE WARNING	SF	\$ 13.00	16.00	\$ 208.00	Double Plate (2'x4')
109	609	12000	COMBINATION CURB AND GUTTER TYPE 2	FT	\$ 23.50	36.00	\$ 846.00	Scaled in Drawings
	659	500	SEEDING AND MULCHING, CLASS 1	SY	\$ 1.85	670.00	\$ 1,239.50	Estimation using Earth (Seeding and Mulching Restoration)
TOTAL							\$ 296,738.90	
	SPEC		Force Account - Storm Sewer and Other Utility Conflicts (I-77 SB off ramp)	LS	\$ 10,000.00	1.00	\$ 10,000.00	Estimation
	SPEC		Hydrostatic Pressure Testing	LS	\$ 10,000.00	1.00	\$ 10,000.00	Estimation from DiGioia - Cost to potentially be split with COG
GRAND TOTAL							\$ 316,738.90	