AGREEMENT OF COOPERATION  
BETWEEN THE COUNTY OF SUMMIT AND  
THE CITY OF FAIRLAWN  
FOR PAVEMENT MAINTENANCE COLLABORATION

This Agreement of Cooperation is made this _____ of ____________, 2014 by and between the County of Summit (the “County”), acting through the County Executive for the County Engineer, hereafter referred to as the “Engineer”, and the City of Fairlawn, hereafter referred to the “City”, with the County and City referenced hereby jointly as the “Parties” and separately as each “Party”. 

WITNESSETH:

WHEREAS, the City is requesting Pavement Maintenance services on Ridgewood Road within the City’s corporate limits as necessary; and

WHEREAS, the City and the County recognize that collaboration on Pavement Maintenance and/or Marketing Projects can result in cost advantages for all participants due to increased volume of materials required and scheduling efficiencies for the service provider; and

WHEREAS, the City and the County recognize that in order for all participants to fully benefit from collaboration it is imperative that participation in the Project be maintained for the duration of the Project once a service provider has been selected through the competitive bidding process; and

WHEREAS, the City desires that the County will provide these services though the County Engineer; and

WHEREAS, by City of Fairlawn Resolution Nos. 2014-009 and 2014-045 the Mayor is authorized to enter into an agreement with the County for the payment of costs of this Project. 

WHEREAS, County of Summit Ordinance No. 2014-254 authorized the contract with Perrin Asphalt Company for performance of the construction work for this project and Summit

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County Board of Control Resolution No. _____ authorized the County’s share of the inspection costs as specified herein; and

WHEREAS, the County Executive is authorized by Ordinance # ______ to enter into this agreement with the City for cooperation on this Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

Section 1 – SCOPE OF WORK – PAVEMENT MAINTENANCE AND/OR MARKING

The Scope of Work covered by this Agreement consists of Ridgewood Road Pavement Maintenance and/or Marking from the I77 Right-of-Way west to Cleveland Massillon Road (“Project”). The parties have prepared an itemized inventory documenting the area of Ridgewood Road within the City’s corporate limits for which the Engineer shall perform Pavement Maintenance and/or Marking (the “Inventory”), said Inventory being attached hereto as Exhibit 1, which is fully incorporated herein. The parties agree that the County shall include the provided inventory in its regular bidding process pursuant to the 2014 Summit County 448 Resurfacing Program – South as submitted to and approved by the Summit County Board of Control on May 14, 2014 awarding the contract to Perrin Asphalt Company.

If the parties desire that any new sections of roadway shall become part of this Agreement, the Inventory shall be adjusted accordingly and approved in writing by both parties as an amendment to this agreement.

The parties agree that the County’s proportionate share of the cost of the Project is 46.75% and the City’s proportionate share of the cost of the Project is 53.25%. The cost of the Project is estimated to be $296,173.30.

Section 2 – CITY RESPONSIBILITIES

A) The City shall pay its proportionate share of the cost of the Project directly to the contractor, Perrin Asphalt Company as specified in the final contract awarded by the County.
B) As part of the Inventory, the City shall provide estimated quantities and costs for the Project. The County will have the ability to review the Inventory. The County bid will be limited to ODOT and County specified bid items.

C) The City retained Environmental design Group (EDG) to provide inspection services for the Project the cost of which is $22,500.00.

D) All contract modifications and change orders agreed to by the City and contractor shall be submitted to the County for final approval. Such approval shall not be unreasonably withheld by the County.

E) The City shall adopt appropriate enabling legislation to participate in the program. Further, the City agrees to commit to its share of the quantities and services contained in the bid specifications subject to a total cost to the City which shall not exceed $157,712.28 subject however, to any agreed upon change orders. Additions and deletions to the specified quantities and/or services are subject to approval by the County Engineer.

F) The City agrees that it will fund the Project with local funds only. Projects receiving state or federal assistance cannot be included in the Inventory presented to the County as part of this agreement.

G) The City agrees to monitor field testing and inspection of materials and services.

Section 3 – COUNTY RESPONSIBILITIES

A) The County shall administer the bidding process. Municipalities will be listed as separately on unit cost sheets within the overall bid documents. Bids will be evaluated on total lowest bid of the entire contract.

B) The County shall provide administrative support required to ensure the successful implementation of this agreement and resulting contracts with service providers selected through the bidding process.

C) The County shall pay its proportionate share of the Project directly to the contractor as specified in the final contract awarded by the County.

D) The County shall provide estimated quantities and costs for the portion of the Project on County Highways. The sum of all construction cost estimates shall be prepared by the County. The County bid will be limited to ODOT specified bid items.
E) The County shall pay to the City the County’s proportionate share of the cost of inspection services which cost shall not exceed $10,518.75 subject to any agreed upon unanticipated expenses.

F) The County will be responsible for providing the engineering and project design for the county portion of the Project.

G) The County shall provide in the construction contracts that the City is a third party beneficiary of the contract and that the City will have direct recourse against the Contractor should a dispute arise as a particular Project.

Section 4 – TERMS OF PAYMENT

The City shall make payments directly to the contractor, Perrin Asphalt Company, within the deadlines specified in the final contract.

Section 5 – DISPUTE RESOLUTION

A) In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Summit County Engineer and a designated representative of the City, in writing.

In such notification, the disputing party shall present such evidence as may support their position. The representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. Should the parties be unable to resolve the dispute, either party may resort to its legal remedies as may be appropriate. Each Party shall bear its own legal costs unless otherwise agreed.

B) In the event a dispute arises between the City and the contractor, notification of such dispute shall be sent to the Summit County Engineer by the City, in writing. In such notification, the City shall present such evidence as may support its position. The Engineer will review the complaint with the City and the Contractor to informally resolve the dispute. Should the Parties be unable to resolve the dispute, the Engineer shall render a decision on the dispute in a reasonable amount of time. The City agrees that the Engineer’s decision is final.
Section 6 – INSPECTIONS

Periodic inspections may be performed jointly by representatives of the County and the City to determine the level of service being provided on the City’s roadway system.

Section 7 – TERM

This agreement becomes effective upon signature by the parties and shall extend through final completion of the Project.

Section 8 – APPLICABLE LAW

The County and City agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Ohio law shall be applied with respect to any dispute.

Section 9 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the City by the signature of the Mayor.

SIGNATURE PAGE FOLLOWS.
THE CITY OF FAIRLAWN

By: ___________________________  ___________________________.
    William J. Roth, Jr., Mayor  Date

Approved as to Legal Form and Correctness:

______________________________  ___________________________.
Edward J. Riegler  Date
Director of Law

THE COUNTY OF SUMMIT

Authorized By:

By: ___________________________  ___________________________.
    Russell M. Pry,  Date
    County of Summit Executive

Approved:

______________________________
Deborah Matz,
Director of Law

Recommended By:  Approved as to Legal Form and Correctness:

______________________________  ___________________________.
Alan Brubaker, P.E., P.S.  Sherri Bevan Walsh  Date
Summit County Engineer  Prosecutor, County of Summit