

**AGREEMENT FOR COOPERATION AND COST SHARING OF THE
MANCHESTER ROAD WIDENING PROJECT AND SANITARY SEWER
EXTENSION PROJECT**

WHEREAS, the City of New Franklin (“City”) plans to widen State Route 93, also known as Manchester Road, within its corporate boundaries (“Road Project”); and

WHEREAS, the County of Summit’s (“County”) Manchester Road Sanitary Sewer Extension Project (“Sewer Project”) runs along the entire length of the Road Project along the west side of the road from south of Renninger Road to Vanderhoof Road, approximately 2,800’ in length. An 8” diameter force main will be located along the east side, between the aforementioned intersections and approximately 2,500’ in length; and

WHEREAS, the parties recognize that there will be greater efficiency in cost and logistics by planning and constructing the Road Project and Sewer Project concurrently (“Combined Project”); and

WHEREAS, the City has engaged the engineering consulting firm GPD Group to design the Road Project, and GPD Group is willing to design the Sewer Project; and

WHEREAS, the County shall participate with the City by paying the costs of design of the Sewer 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

County hereby gives its consent for the City to act as its contractual agent for the design of the Sewer Project as part of the Combined Project.

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

When design of the Sewer Project is complete, the County shall review the plans and specification prepared by GPD Group and either approve said plans and specification or require changes in accordance with County standards.

After approval of the plans and specifications of the Sewer Project portion by the County, and the Road Project by the City, the parties intend to enter into an amendment to this Agreement that will govern responsibilities on the bidding and award of the Combined Project and portioning the costs of construction of the Sewer Project and Road Project.

SECTION 2. COOPERATION

The County and City each agree to cooperate with respect to the design of the Combined Project, each coordinating between themselves and GPD Group to complete said design.

SECTION 3. PARTICIPATION

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

- A. the City has awarded or will award a contract for design of the Sewer Project as part of the Combined Project to GPD Group;
- B. the City will be the lead agency for the design of the Combined Project;
- C. the County shall separately obtain any easements required for the Sewer Project over private property separately. 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 Combined Project.

SECTION 4. FUNDING

With regard to the design of the Sewer Project, County shall pay to the City a sum in the amount of \$37,984.00 within 30 days of the execution of this Agreement for the services provided by GPD Group described in Exhibit A attached to this Agreement. Any change orders on the Sewer Project design shall be processed by the County in accordance with County Ordinances.

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 all parties.

(Signatures on the following page)

Exhibit A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

_____ day of _____, 2016.

CITY OF NEW FRANKLIN:

COUNTY OF SUMMIT

By _____
Al Bollas, Mayor

By _____
Russell M. Pry, Executive

Date

Date

Approved as to form:

Approved as to form:

Thomas M. Musarra
Solicitor, City of New Franklin

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

FINANCE DIRECTOR'S CERTIFICATE/CITY OF NEW FRANKLIN

I, Susan M. Cooke, Director of Finance of the City of New Franklin, 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: _____