

AGREEMENT

Between the Board of County Commissioners of Cuyahoga County and the City of North Royalton for the repair and resurfacing of Sprague Road (CR-67) from York Road to State Road

This agreement entered into at Cleveland, Ohio this ____ day of _____, 2008, by and between the County of Cuyahoga, Ohio by its Board of County Commissioners, Party of the First Part and hereinafter referred to as the COUNTY, on behalf of the Cuyahoga County Engineer's Office and hereinafter referred to as County Engineer, and the City of North Royalton by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. 08-82 adopted by Council of the City of North Royalton the 6th day of May, 2008 Party of the Second Part and hereinafter referred to as the MUNICIPALITY.

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The repair and resurfacing of Sprague Road (CR-67) from York Road to the North Royalton ECL and from the North Royalton WCL to State Road in the City of North Royalton.

WHEREAS, the project is part of a larger project which is the repair and resurfacing of Sprague (CR-67) from York Road to State Road in the Cities of Parma and North Royalton.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the repair and resurfacing of Sprague Road (CR-67) from York Road to State Road.
2. That the COUNTY will arrange for the preparation of the construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction contract.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

2. That if the project is financed with State or Federal-aid funds, eligible costs of the improvement shall be financed from the aforesaid funds.
3. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in this Agreement.
4. That within the Corporate Limits of the MUNICIPALITY, the MUNICIPALITY shall contribute fifty percent (50%) of the non-federal share of the cost of construction, construction supervision, right-of-way, and incidentals. Any terms appearing elsewhere in this Agreement which vary from those set forth in this paragraph shall take precedence.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the Board of County Commissioners prior to an award of the contract for the improvement.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the MUNICIPALITY agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and

2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07 (F) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. In the event any additional right-of-way is required, the COUNTY will arrange for the acquisition.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement; and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Ohio Department of Transportation Directive 28-A to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Ohio Department of Transportation Directive 28-A, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.

4. That the construction, reconstruction, and/or rearrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this improvement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.

IN WITNESS WHEREFORE, the Parties hereto have affixed their signatures the day and year mentioned above.

BOARD OF COUNTY
COMMISSIONERS
CUYAHOGA COUNTY,
OHIO

WITNESSES:

CITY OF
NORTH ROYALTON

MAYOR

ATTEST:

LAURA J. HALLER
DIRECTOR OF LEGISLATIVE SERVICES,
in her capacity as CLERK OF COUNCIL