

JOINT COOPERATION AGREEMENT

FOR

SUMMIT STREET ROAD DIET

BETWEEN

CITY OF TOLEDO

AND

LUCAS COUNTY

This Agreement is by and between the Board of Lucas County Commissioners, hereinafter referred to as **LUCAS COUNTY**, and the City of Toledo, hereinafter referred to as the **CITY**.

WITNESSETH

WHEREAS, Summit Street is a County Highway known as County Road Number 1980; and

WHEREAS, **LUCAS COUNTY** has a roadway project on Summit Street from the City of Toledo limits northerly to the Michigan State Line, which a road diet and bike lanes are included with the Lucas County project.

WHEREAS, **LUCAS COUNTY** and the **CITY** desire to extend the road diet and bike lanes being constructed with **LUCAS COUNTY**'s project on Summit Street southerly to 130st Street within the City of Toledo limits; and

WHEREAS, the Lucas County Engineer and the City's Division of Engineering Services propose a "road diet" for the four (4) lane section of Summit Street to three (3) travel lanes and bike lanes.

WHEREAS, the mill and fill of 1 ½" of asphalt pavement and the placement of new pavement markings to create a three (3) lane section with bike lanes on Summit Street between 130th Street and the Michigan State Line located in the City of Toledo

and Washington Township, by contract is hereinafter referred to as **PROJECT**; and

WHEREAS, the Lucas County Engineer feels that jointly bidding the asphalt and pavement markings with the **CITY** and increasing the amount of work in the **LUCAS COUNTY's** contract should result in lower unit prices to complete the **PROJECT** by contract; and

WHEREAS, **LUCAS COUNTY** and the **CITY** desire to join into an agreement that will accomplish the construction of said **PROJECT**.

NOW, THEREFORE, **LUCAS COUNTY** and **CITY** for mutual benefits, herein contained and specified, have agreed and do hereby agree to as follows:

1. **LUCAS COUNTY** will prepare the necessary plans, bid documents, specifications, and a construction estimate with staff at no cost to the **CITY**.
2. **LUCAS COUNTY** will administer the construction work including inspection with its staff at no cost to the **CITY**.
3. **LUCAS COUNTY** will provide contract administration, advertising, and contract award at no cost to the **CITY**.
4. The **CITY** agrees to pay 100% of the cost of the portion of **PROJECT** located in the City of Toledo and any cost overruns which is now estimated at **Eighty Thousand Dollars and No Cents (\$80,000.00)**.
6. It is the intent that **LUCAS COUNTY** will enter into a contract with the lowest and best bidder to complete the **PROJECT**.

LUCAS COUNTY will invoice **CITY** for the portion of the **PROJECT** located in the City after the **PROJECT** is completed.

7. The **CITY** will pay invoices or transfer funds within forty five (45) days of receipt.
9. It is the intent of this Agreement that the **CITY** and **LUCAS COUNTY** shall each properly and expeditiously discharge any requirement that may devolve upon them from time to time during the period this Agreement will be in force.

IN WITNESS WHEREOF, the Board of Lucas County Commissioners pursuant to Resolution _____ adopted on ___ day of _____, 2020 and the City of Toledo pursuant to Ordinance Number _____ passed this ___ day of _____, 2020 the provisions of this Agreement and have directed the execution of the same by their duly authorized representatives on the date hereinafter shown.

CITY OF TOLEDO:

BOARD OF LUCAS COUNTY COMMISSIONERS:

Wade Kapszukiewicz, Mayor

Tina Skeldon Wozniak, President

Thomas C. Skrobola, Director of Finance

Pete Gerken

Gary L. Byers

Date: _____

Date: _____

Approved as to Content:

Approved as to Content:

Director of Public Utilities

Lucas County Engineer

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Director of Law

Asst. Lucas County Prosecutor

Date: _____

Date: _____