

**Date:** August 2, 2022

**Resolution No. 22-667**

**Title:** Approval of Joint Cooperation Agreement with the Board of Springfield Township Trustees for the Airport Highway (SR-2) Sidepath Project (PID 111513)

**Department/Agency:** Lucas County Engineer's Office

**Contact:** Kelleigh Decker, Administrative Deputy

**Summary/Background:** Lucas County and the Board of Springfield Township Trustees have agreed to participate in the Airport Highway (SR-2) Sidepath project. Through a joint effort this project has been approved by TMACOG for CMAQ funds. Lucas County's contribution towards the project will be in-house survey, in-house right-of-way plan development, design consultant oversight, bidding and construction inspection. The anticipated Lucas County contribution toward the project will be \$81,140 in staff time and shall be reimbursed by Springfield Township. The estimated total project cost is \$448,140.

**Budget Impact:** License Plate Fees and Gas Taxes

**Statutory Authority/ORC:** *Ohio Revised Code* Section 307.15

**Commissioner Skeldon Wozniak offered the following resolution:**

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. This Board approves the Joint Cooperation Agreement between the Board of Springfield Township Trustees for the Airport Highway (SR-2) Sidepath Project (PID 111513).

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

**Action Taken:**

Commissioner Skeldon Wozniak voted yes

Commissioner Gerken voted yes

Commissioner Byers voted yes

  
Jody L. Balogh, Clerk

# **JOINT COOPERATION AGREEMENT**

For

## **AIRPORT HIGHWAY (SR-2) SIDEPATH PROJECT PID 111513**

BETWEEN

**BOARD OF SPRINGFIELD TOWNSHIP TRUSTEES**

AND

**LUCAS COUNTY**

---

This agreement is by and between the Board of Lucas County Commissioners, hereinafter referred to as the **COUNTY** and the Board of Springfield **TOWNSHIP** Trustees, hereinafter referred to as the **TOWNSHIP**.

### **WITNESSETH**

WHEREAS, the **COUNTY** and the **TOWNSHIP** wish to construct a sidepath along Airport Highway (SR-2) (PID 111513), hereinafter referred to as the **PROJECT**, and

#### **Location:**

SR-2 (Airport Highway): between West Mall Drive and Holland-Sylvania Road, except within the IR-475 interchange.

#### **Scope of Work:**

Install a side path along SR-2 (Airport Hwy) between West Mall Drive and Holland-Sylvania Road, except within the IR-475 interchange. Traffic signal modifications are included in the project to accommodate pedestrians at the NB and SB IR-475 ramps.

hereinafter referred to as **PROJECT**, and

WHEREAS, the **COUNTY**, the **TOWNSHIP**, and the Lucas **COUNTY ENGINEER**'s Office hereinafter referred to as the **ENGINEER**, desire to cooperate to accomplish the design, environmental studies, right-of-way acquisition, and construction of the **PROJECT**, and

WHEREAS, the Toledo-Metropolitan Area Council of Governments, hereinafter referred to as **TMACOG**, has assigned Transportation Alternatives funds (TA funds) for the **PROJECT**, and

WHEREAS, the **COUNTY**, the **TOWNSHIP**, and the **ENGINEER** desire to participate jointly to develop detailed construction plans; to secure funding and to construct the **PROJECT** as designated in the estimate attached as Exhibit 1.

NOW, THEREFORE, the **COUNTY**, the **TOWNSHIP**, and the **ENGINEER** for mutual benefits, promises and covenants herein contained and specified, have agreed and to hereby agree to the following:

1. The **TOWNSHIP** and **ENGINEER** will work cooperatively to complete grant applications and coordinate all grants to TMACOG and any other outside funding sources.
2. The **ENGINEER** will complete the survey and right-of-way plans.
3. The **ENGINEER** will utilize in-house staff to design the construction plans.
4. The **ENGINEER** will complete the environmental studies, complete the NEPA process, and obtain and necessary permits.
5. The **ENGINEER** will prepare the bid documents, specifications, and the construction cost estimate.
6. The **ENGINEER** will provide contract administration, advertising, and let the contract.
7. The **ENGINEER** will manage all required testing.

8. The **ENGINEER** will administer the construction work including inspection.
9. The **COUNTY** will execute the documents and act as lead agency with the ODOT for the TMACOG funding.
10. The **ENGINEER** will provide negotiation services for land acquisition of the necessary right of way and easements that will be required for the PROJECT.
11. The **TOWNSHIP'S** contribution toward the construction of the PROJECT is now estimated at Four Hundred Forty Eight Thousand One Hundred Forty Dollars and No Cents (\$448,140). The **ENGINEER** will invoice the **TOWNSHIP** for actual **PROJECT** costs after the **PROJECT** has been completed, all expenses have been reconciled, and all the available TMACOG Funding has been received.
12. The **COUNTY** will let the PROJECT after right of way has been cleared for construction bidding and authorization is granted to bid the project by the ODOT and any other funding agency.
13. In the event that the anticipated funding for the **PROJECT** is not received from other outside funding sources, then the parties to this agreement will meet to re-consider the scope of the **PROJECT** and levels of financial participation with any changes being in accordance with a supplemental agreement.
14. For this **PROJECT**, the estimated funding participation amounts and percentage of the total project cost are as follows:

<b>COUNTY (LCE)</b>	\$	0	( 0.000%)
<b>TOWNSHIP</b>	\$	81,140	(18.106%)
<b>TMACOG</b>	\$	367,000	(81.894%)
<b>TOTAL</b>	\$	<b>448,140</b>	<b>(100.000%)</b>

See Exhibit 1 for detailed breakdown by project phase

15. The **COUNTY**, the **TOWNSHIP**, and the **ENGINEER**, agree that it will pay invoices or transfer funds within sixty (60) days of receipt.
16. When the total construction cost is determined, the **ENGINEER** will reconcile with the **TOWNSHIP** its' final contribution towards the **PROJECT** based on Exhibit 1.
17. It is the intent of this Agreement that the **COUNTY**, the **TOWNSHIP**, and the **ENGINEER** shall each properly and expeditiously discharge any requirements that may devolve upon them from time to time during the period this Agreement will be in force.
18. Due to the time lapse from when **TMACOG** applications were made and actual project construction commences, the **COUNTY**, the **TOWNSHIP**, and the **ENGINEER** understand that project bids may come in higher than the original project estimate and/or cost overruns may occur during project construction. As such all parties agree that the **TOWNSHIP** will pay for overages on the **PROJECT**.
19. Attached to this Agreement is the current estimate for the **PROJECT** which gives the approximate levels of participation for the **TOWNSHIP** and **COUNTY** with the said **TMACOG Funds**.

IN WITNESS WHEREOF, the **COUNTY** and **TOWNSHIP** have adopted the provisions of this Agreement and have directed the execution of the same by their duly authorized representatives on the date hereinafter shown.

**BOARD OF SPRINGFIELD TOWNSHIP TRUSTEES:**

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_


Date: 7-5-22

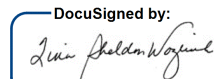
**Approved as to Form:**


  
\_\_\_\_\_ **Asst. Lucas County Prosecutor**

Date: 6-26-22

**BOARD OF LUCAS COUNTY COMMISSIONERS:**

DocuSigned by:  
  
\_\_\_\_\_  
E9E071CBB0AF401...  
**Gary L. Byers, President**

DocuSigned by:  
  
\_\_\_\_\_  
E74F77BCE20E403...  
**Tina Skeldon Wozniak**

DocuSigned by:  
  
\_\_\_\_\_  
BB4669EED956494...  
**Pete Gerken**

Date: 8/29/2022

**Approved as to Content:**

DocuSigned by:  
  
\_\_\_\_\_  
FD2171D90AFE406...  
**Lucas County Engineer**

Date: 8/29/2022

# EXHIBIT 1

## CURRENT PROJECT ESTIMATE

### LUC-2-9.67 Airport Hwy (SR 2) Side Path Project (PID 111513)

	<b>TMACOG TA Funds</b>	<b>SPRINGFIELD TOWNSHIP</b>	<b>LUCAS COUNTY ENGINEER</b>	<b>TOTAL</b>
Preliminary Engineering (provided by LCEO and reimbursed by Township)	\$0.00	\$20,000.00	\$0.00	\$20,000.00
Detailed Design (provided by LCEO and reimbursed by Township)	\$0.00	\$15,000.00	\$0.00	\$15,000.00
Right-of-Way	\$0.00	\$0.00	\$0.00	\$0.00
Construction Inspection	\$0.00	\$36,740.00	\$0.00	\$36,740.00
Construction Contract	\$367,000.00	\$9,400.00	\$0.00	\$376,400.00
<b>TOTAL AMOUNTS</b>	<b>\$367,000.00</b>	<b>\$81,140.00</b>	<b>\$0.00</b>	<b>\$448,140.00</b>