



**MASON-MONTGOMERY ROAD
BRIDGE REPLACEMENT
REIMBURSEMENT AGREEMENT**

This agreement made and entered into by and between the Board of Warren County Commissioners, hereinafter referred to as WARREN COUNTY, on behalf of the Warren County Engineer, hereinafter referred to as the COUNTY ENGINEER, and the Council of the City of Mason, hereinafter referred to as MASON.

WITNESSETH:

WHEREAS, WARREN COUNTY and MASON desire to replace the bridge that carries Mason-Montgomery Road over Muddy Creek, which is owned and maintained by WARREN COUNTY and is located within the City of Mason Corporation Limits, in accordance with the specifications of MASON's contract for the Mason-Montgomery Road Improvements Project hereinafter referred to as PROJECT; and

WHEREAS, Per Ohio Revised Code Sections 302.13 and 307.15, WARREN COUNTY and MASON desires to enter into a joint agreement to construct the PROJECT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, WARREN COUNTY consents to the construction of the PROJECT by MASON with the understanding of the following:

1. MASON will remove the existing two-lane bridge and construct a four-lane bridge with a bike path and sidewalk, in accordance with the plans and specifications of MASON's contract for the Mason-Montgomery Road Improvements Project that is attached hereto and incorporated herein.
2. WARREN COUNTY will pay 67.1% of the total cost of the bridge replacement quantities for the PROJECT. MASON will pay 32.9% the total cost of the bridge replacement quantities for the PROJECT. MASON shall invoice WARREN COUNTY for the cost of the PROJECT. MASON hereby agrees that it will not approve any change orders for the PROJECT or any modifications to the approved quantities which would increase the overall cost of the PROJECT related to the improvements to WARREN COUNTY's portion of bridge replacement on Mason-Montgomery Road without WARREN COUNTY's prior written consent.
3. MASON has advertised opened and reviewed the bids and will enter into contract with successful bidder (the "Contractor") and administer the contract including payment of accepted work to Contractor with the approval of WARREN COUNTY. The contract was awarded to the lowest and best bidder, Sunesis Construction Company of Cincinnati, Ohio. The bridge replacement quantities of the PROJECT totaled \$597,458.65. WARREN COUNTY's cost is \$400,894.75 and MASON's cost is \$196,563.90.

Warren County's Portion	\$ 400,894.75
Contingency Allowance	\$ 20,000.00
WARREN COUNTY TOTAL COST	\$ 420,894.75

The total cost for replacing the bridge on Mason-Montgomery Road WARREN COUNTY shall not exceed **\$420,894.75**.

4. Per MASON bidding requirements, successful bidder will provide a contract bid bond with submission of bid and MASON will hold performance bond equal to the contract amount. The performance bond will not be released until work has been completed and accepted by WARREN COUNTY and MASON. In the event that the Contractor fails to perform the work according to the terms and conditions of the contract and to the satisfaction of WARREN COUNTY and MASON, MASON hereby agrees that it will use any bond proceeds from the Performance Bond to complete the Project according to the approved specifications.

5. WARREN COUNTY will supervise, monitor and inspect construction of the bridge replacement portion of the PROJECT. MASON further agrees to ensure that the Contractor complies with all of the terms and conditions of the contract, including, but not limited to any prevailing wage requirements, and any similar requirements. MASON will further require the Contractor to submit affidavits indicating that any subcontractors or material suppliers on the Project have been paid in full.

6. Upon construction of the PROJECT according to the specifications and completion of the contract in accordance with applicable law, WARREN COUNTY will accept all portions of the PROJECT that are designated as WARREN COUNTY.

7. All personnel or agents of WARREN COUNTY and MASON shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (a) the parties are autonomous organizations (b) the parties have independent and separate boards of elected officials and officers responsible to manage their operations and affairs (c) the parties have their own separate assets, (d) the parties are not affiliated and do not have any interest therein, (e) the parties have the right and power to hire, supervise and fire their own employees and contractors, (f) the parties have the function of carrying out and supervising their services under this Contract, and (g) the parties do not control the day-to-day operations and affairs of the other party.

8. This Agreement may only be terminated by either party in the event of a material breach of this Contract, when the material breach remains uncured sixty days after written notice is

16. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

17. The signatures of the parties to this Agreement is certification that the funds required for this Agreement will be available as required herein, for each appropriation period through the end of the term of this Agreement.

IN WITNESS WHEREOF, the Warren County Board of Commissioners, pursuant to Resolution No. _____ and the Mason City Council, pursuant to Ordinance No. _____ have caused this instrument to be executed this ____ day of _____, 2002.

Recommended by:

Recommended by:

Neil F. Tunison, Warren County Engineer

Richard Fair, City of Mason Engineer

**BOARD OF COMMISSIONERS OF
WARREN COUNTY, OHIO**

CITY OF MASON

By: _____
C. Michael Kilburn, Commissioner

By: _____
Scot Lahrmer, City Manager

By: _____
Larry Crisenbery, Commissioner

By: _____
Pat Arnold South, Commissioner

Approved as to Form:

TIMOTHY A. OLIVER,
WARREN COUNTY PROSECUTING ATTORNEY

Bruce McGary, Assistant Prosecutor