

SANITARY SEWER LINE CROSSINGS AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF **OVERLAND** PARK, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS FOR THE INCLUSION OF TWO SANITARY SEWER LINE CROSSINGS IN THE QUIVIRA ROAD; 135TH STREET TO 143RD STREET IMPROVEMENT PROJECT.

THIS AGREEMENT is made this ___ day of _____, 199___ by and between the CITY OF OVERLAND PARK, KANSAS, hereinafter referred to as the "CITY", and THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, hereinafter referred to as the "COUNTY".

WHEREAS, CITY did, on the 7th day of Dec., 1998, authorize **and** direct that certain street improvements be made to Quivira Road from 135th Street to 143rd Street in the CITY, hereinafter referred to as the "Project"; and

WHEREAS, CITY did on the 5th day of May, 1997, contract with the firm of George Butler Associates, hereinafter referred to as "GBA," to engineer the Project; and

WHEREAS, in order and to better serve the area of the CITY in the vicinity of 143rd and Quivira with sanitary sewers, COUNTY deems it advisable and necessary to place sanitary sewer line crossings in two (2) locations, hereinafter referred to collectively as the "sanitary sewer line crossings, under the street improvements proposed under the Project; and

WHEREAS, it has been determined by the parties to this Agreement that it is in the best interests of public health, safety and welfare to consolidate the street improvements and sanitary sewer line crossings under one improvement project by having both engineered by GBA and constructed by the same general contractor under one general construction contract; and

WHEREAS, the Governing Body of the CITY did approve and authorize its Mayor to execute this Agreement by official vote of that body on the 19th of April, 1999

WHEREAS, the Governing Body of the COUNTY did approve and authorize it's Chairman to execute this Agreement by official vote of that body on the ____ day of _____ 199_.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the parties do hereby enter into this Agreement according to the following terms and conditions, to-wit:

A. PURPOSE

The purpose of this Agreement is to include, as part of the CITY's general construction contract for the Project, the construction of the sanitary sewer line crossings under Quivira Road and 143rd Street

B. OBLIGATIONS OF THE CITY

1. CITY agrees that copies of all engineering reports and documents pertaining to the Project concerning the sanitary sewer line crossings shall be provided to the COUNTY.

2. In the letting of the Project, the CITY shall, in its bidding and contract documents, include excavation, pipe and bedding materials, installation, backfilling and other incidentals necessary to complete the sanitary sewer line crossings.

3. CITY shall obtain from the general contractor a three (3) year maintenance bond which specifically pertains to the construction of the sanitary sewer line crossings. COUNTY shall process all maintenance repair requests related to such work and, if appropriate, notify CITY's contractor during the maintenance period. After the three (3) year period, the COUNTY shall be responsible for any needed maintenance repairs to the sanitary sewer line crossings in accordance with the County settlement policy as delineated in County Resolution WD 84-37.

4. CITY agrees to inform COUNTY of the results of the letting

of the Project within forty-eight (48) hours of the bid opening. CITY agrees that if the lowest acceptable contractor's bid for the Project reflects a bid amount for the sanitary sewer line crossings which exceeds the engineer's estimate of Twenty-Two Thousand Nine Hundred Thirty-Five (\$22,935.00) for such work, CITY will allow COUNTY the option to cancel this Agreement prior to CITY's execution of the contract with the contractor.

C. OBLIGATIONS OF THE COUNTY

1. COUNTY shall execute an amendment to its engineering contract with GBA to include the design, inspection and engineering expenses for the sanitary sewer line crossings.
2. COUNTY agrees to reimburse CITY for construction of the sanitary sewer crossings as described herein within three weeks of receipt of a copy of each approved regular pay request from the CITY'S general contractor.
3. COUNTY shall enforce its sewer standards and specifications during construction. Questions by CITY'S contractor concerning the sanitary sewer line crossings shall be directed to and addressed by specified COUNTY representatives. Acceptance of the installation shall be provided by the COUNTY.
4. COUNTY agrees to inform CITY of COUNTY'S determination of whether or not to continue with the sanitary sewer construction phase of this Project within seven (7) calendar days of the bid opening.
5. COUNTY agrees to defend, indemnify and hold harmless CITY, its officers and employees from all claims and liabilities for injury or death to persons, or damage to property arising out of the work which is the subject of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

FOR THE CITY

FOR THE COUNTY

CITY OF OVERLAND PARK

BOARD OF COUNTY COMMISSIONERS
JOHNSON COUNTY, KANSAS

Ed Eilert, Mayor

George Gross, Chairman

A-I-I-EST:

ATTEST:

City Clerk

Beverly L. Baker
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jane Neff-Brain
Senior Assistant City Attorney

Roger Tarbutton
Assistant County Counselor

ERM:em
OPagmnt