

PROJECT DEVELOPMENT AGREEMENT

PROJECT NUMBER: _____

THIS AGREEMENT executed on this _____ day of _____, _____ between

hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, OHIO "COUNTY COMMISSIONERS"**, for the project described as _____

_____ ,
further identified as Project Number _____, is governed by the following considerations to wit:

1. Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, which are herein incorporated all of which are a part of this **AGREEMENT** subject to the inspection and approval of the County Engineer.
2. The **OWNER** shall indemnify and save harmless **Lucas County, and all Townships and/or Municipalities** within Lucas County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.
3. **All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.
4. The **OWNER** shall have a competent representative who is familiar with the project onsite during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and

alterations required by the **COUNTY**. The representative shall be replaced by the **OWNER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

5. The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.
6. It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall pay the cost of inspection by the **Lucas County Engineer** and, if deemed necessary by the **Lucas County Engineer**, testing by an independent testing laboratory. When these funds have been depleted to **ten percent (10%)** of the original amount deposited in LCExpress, the **OWNER** shall replenish the account, upon notice by the **Lucas County Engineer**.
7. **Upon the completion of construction and acceptance by the Lucas County Engineer**, the **OWNER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **two years**. All work is to be done in accordance with the **Lucas County Design, Construction and Surveying Standards, and Appendix, and any supplements thereto**.
8. **Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of approval.
9. **Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.
10. The **OWNER** shall proceed with construction prior to recording the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is 90% complete. If the construction is less than 100% complete the **OWNER** shall execute approved financial guarantees to the Lucas County Treasurer's Office, forms of which are attached to this **AGREEMENT** as **Exhibit "B"**. The financial guarantees shall be equal to the remaining of the cost of construction plus 25% for inspection, testing, inflation, contingencies and construction management, as determined in the construction punch

list developed by the Lucas County Engineer's Office shown in **Exhibit "A"** attached hereto.

11. The financial guarantees are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with **the Lucas County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.
12. The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, furnish to the **COUNTY COMMISSIONERS**, as required, "as built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Lucas County Engineer**.
13. The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Lucas County, and all Townships and/or Municipalities** within Lucas County and all of their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.
14. The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.
15. **Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, OHIO**, hereby grants the **OWNER** or his agent, the right and privileges to make the improvements stipulated herein.

By:

Board of Commissioners

Lucas County, Ohio:

For Owner

Name (print)

Witness

Name (print)

Approved as to form:

Lucas County Prosecutor

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE \$ _____

CONTINGENCIES, INFLATION &
CONSTRUCTION MANAGEMENT
COST ESTIMATE \$ _____

CONSTRUCTION BOND AMOUNT \$ _____

MAINTENANCE BOND AMOUNT
(25% OF CONSTRUCTION ESTIMATE) \$ _____

SAMPLE