



David DeChristofaro, PE, PS

Trumbull County Engineer

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Gary Taneri PE PS
Chief Deputy/Administrator
Gary W. Shaffer PE
Deputy Engineer
Ken Stassinis
Highway Superintendent

AGREEMENT FOR REVIEW AND APPROVAL
OF CONSTRUCTION DRAWINGS AND DRAINAGE CALCULATIONS
FOR COMMERCIAL AND INDUSTRIAL DEVELOPMENT LOCATED WITHIN
COUNTY COMMISSIONERS' RESOLUTION VOL. 131 PG. 13761
NON- REIMBURSABLE

THESE ARTICLES OF AGREEMENT, made and entered into at Warren, Ohio this

_____ day of _____ 20__ by and between the County Engineer of
Trumbull County, Ohio, Party of the First Part, hereinafter referred to as "Engineer" and

Project Name	Developer
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Hereinbefore referred to as Party of the Second Part.

WITNESSETH THAT:

WHEREAS it is the desire of the parties hereto to develop land conforming to acceptable standards, which will include, but not limited to the construction of roadways, parking and storm water drainage facilities within _____ Township, in accordance with the detailed plans and specifications as prepared by

Consultant	Consultant Address
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Subject to all the current rules, regulations and specifications of the **Trumbull County Drainage and Erosion and Sedimentation Control Manual** as administered by the Trumbull County Engineer.

NOW THEREFORE, for good, valuable and adequate consideration from each of the Parties hereto, and of the mutual covenants hereinafter contained, it is agreed by and between the parties hereto.

1. The Developer agrees to furnish a set of construction drawings and specifications satisfactory to the "Engineer", including all necessary surveys, engineering and calculations incidental thereto and that said plans shall be approved by the Trumbull County Engineer. Upon completion the storm water detention facilities, a set of "As-Built" drawings shall be provided to the "Engineer's" office in the form of an electronic copy and/or hard copy assuring that the improvements have been constructed per the approved plans. If an electronic copy is provided, then said copy is to be saved in Auto CAD or in the DFX (Drawing Interchange File) format. The drawings should be saved on a USB Flash Drive.

2. The total cost of the "Engineer's" personnel regarding plan review of the site

improvements and storm drainage shall be borne by the Developer. The "Engineer" sets an hourly fee in the amount of \$50.00/hour as currently established.

3. Upon completion of the plan review the Developer shall pay the Engineer's invoice before approval is granted

4. The provisions of this agreement shall be in full force and effect from and after the signatures of both parties have been affixed hereto.

It should be noted that this agreement is in effect only to cover the review fees associated with site development and storm drainage. The proceeding and all other applicable requirements are to be in compliance with the Trumbull County Drainage and Erosion and Sedimentation Control Manual.

The Engineer's review is only for conformance with the Trumbull County Engineer's design concepts and compliance with the Trumbull County Engineer's standards as they relate to the County Engineer's office. It is not intended in any way to relieve either the Developer or the Consultant and/or their agents of their responsibility to complete the work in accordance with good engineering principles and practices and the requirements of all local, state and federal governing codes and ordinances. Review by the Trumbull County Engineer constitutes neither expressed nor implied warranties as to the fitness, accuracy or sufficiency of the plans, designs. or specifications.

Signed this ____ day of _____, 20__

Signature of Second Party _____
Developer

WITNESSS _____

Owner's Address: _____

Owner's Telephone Number: _____

Signature of The First Party _____
Trumbull County Engineer

WITNESS: _____

Approved as to form:

Legal Counsel