

**CAPITAL IMPROVEMENTS PROJECT
CONTRIBUTION AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
CITY OF GAHANNA, OHIO
ARTERIAL STREET REHABILITATION – HAMILTON ROAD FROM SR-161 TO
MORSE ROAD – PHASE A
CAPITAL IMPROVEMENT PROJECT 530103-100054**

This Contribution Agreement (the “AGREEMENT”), pursuant to Ordinance No. 1930-2015, passed the 27th day of July 2015, is made and entered into this _____ day of _____, 2015 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as COLUMBUS, and the City of Gahanna, an Ohio municipal corporation, with its offices at 200 South Hamilton Road, Gahanna, Ohio 43230, hereafter designated GAHANNA; and

WHEREAS, Ordinance No. 1930-2015 authorized COLUMBUS to enter into agreements with GAHANNA whereby GAHANNA agrees to contribute funds to COLUMBUS for public improvements located within GAHANNA’s jurisdiction, in conjunction with the Arterial Street Rehabilitation – Hamilton Road from SR-161 to Morse Road – Phase A project; and

WHEREAS, COLUMBUS proposes to construct or to cause to be constructed public improvements, including those as identified in Exhibit A attached hereto and incorporated herein and further known as the “Improvements”; and

WHEREAS, COLUMBUS and GAHANNA recognize the benefit that public improvements will have on citizens and that it is in the best interests of COLUMBUS and GAHANNA to enter into a Contribution Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree, as follows:

1. DEFINITIONS:

- A. “Contract Documents” shall mean collectively: a) this Agreement, including attachments/exhibits, b) the approved plans and specifications for the Improvements, and c) the technical specifications set forth in the most recent edition of the “City of Columbus, Ohio Construction and Materials Specifications Manual” (CMSM).
- B. “Contribution” means the lump sum amount contributed by GAHANNA to COLUMBUS for the “Improvements”.
- C. “Improvements” means construction improvements described in the Contract Documents and specifically identified within Exhibits A and B.
- D. “Work” means the construction of the Improvements.

2. CONTRACT TERM: This contract shall commence on the date of execution and shall terminate after the Work has been accepted by COLUMBUS and GAHANNA and the one year warranty has expired.

3. **GENERAL CONSIDERATIONS:** In consideration of the promises of GAHANNA set forth herein, COLUMBUS agrees to construct, or cause to be constructed, the capital improvements identified in Exhibit A. In making the improvements, GAHANNA shall fully cooperate with COLUMBUS and shall follow and comply with all reasonable requests of COLUMBUS. COLUMBUS or its contractor(s) shall be responsible for complying with all Federal, State, and Local laws.

In communications with each other, COLUMBUS and GAHANNA shall respond in a timely manner, and GAHANNA's approvals will not be unreasonably conditioned, withheld, or delayed.

4. **PROCUREMENT OF SERVICES:** COLUMBUS, through its Department of Public Service, reserves the exclusive right to select any consultants or contractors who may be necessary to execute the design and construction of the Improvements consistent with City of Columbus Codes and Policies. COLUMBUS reserves the exclusive right to consider authorizing reasonable increases and/or decreases or approving new items that are deemed reasonable to the successful completion of the Work. COLUMBUS shall own the construction contract and shall provide direction to the Contractor. If GAHANNA has a concern about the Work, GAHANNA shall inform COLUMBUS and COLUMBUS shall inform the Contractor as appropriate.
5. **CONTRIBUTION:** GAHANNA shall contribute **\$165,000.00** to COLUMBUS for the costs associated with the design of the Improvements described in Exhibit A and as authorized by the Ordinance referenced in paragraph 1 of this Agreement. The first Contribution of **\$150,000.00** shall be made within 30 days of both parties signing this Agreement. The second contribution of **\$15,000.00** shall be made by January 29, 2016.

Check shall be made out to: City Treasurer – Columbus and delivered to:

Department of Public Service
Office of Support Services
50 W. Gay Street, 5th Floor
Columbus, Ohio 43215
Attn: Tierra Palmer

6. **PROJECT GUARANTY:** COLUMBUS shall require its Contractor(s) to warrant that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work. COLUMBUS' contractor(s) shall at its own expense:
 - A. Correct or re-execute any of the Work that fails to conform to the requirements of the Contract Documents and appears during the prosecution of the Work.
 - B. Correct any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after final written acceptance of the Work or within such longer period of time as may be set forth in the Contract Documents, and
 - C. Replace, repair, or restore any parts of the Work or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto

7. **ACCEPTANCE OF THE WORK:** Acceptance of the Improvements by GAHANNA shall not relieve COLUMBUS of its responsibility for defects in material or workmanship as set forth in Section 7.
8. **PERFORMANCE AND PAYMENT BOND:** COLUMBUS shall require the contractor who performs the Improvements to execute a contract performance and payment bond.
9. **PUBLIC USE:** GAHANNA and COLUMBUS agree that all improvements under this contract shall be dedicated for public use. Upon expiration of the one (1) year warrantee period as set forth in Section 7 herein, GAHANNA shall accept all maintenance responsibility for the improvements within their jurisdiction constructed under this agreement.
10. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between GAHANNA, its agents and employees, and COLUMBUS, its contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
11. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.
12. **ADDITIONAL DOCUMENTATION:** The following document exhibits to be hereby incorporated into and made part of the Contract as though specifically rewritten herein:

12.1 Exhibit A: Description of Work

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

CITY OF COLUMBUS

CITY OF GAHANNA

By: _____
Tracie Davies, Director
Department of Public Service

By: _____
Title: _____

Date: _____

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

Richard C. Pfeiffer, Jr.
Columbus City Attorney

**APPROVED AS TO FORM AND
CORRECTNESS:**

Gahanna City Attorney

Date

Name

Date

EXHIBIT A - DESCRIPTION OF WORK

The scope of work for this project consists of improvements of approximately 1,600 feet of Morse Road on the southern half of Morse Road and the southeast quadrant of the Hamilton Road/Morse Road intersection. Those improvements include the addition of a right turn lane on northbound Hamilton Road to Morse Road, curb and gutter, storm sewer, sidewalk, street lighting, traffic control devices and street trees. Also as part of this agreement, a signal warrant analysis will be conducted at the intersection of Morse Road and Polo Club Villas.