

**CAPITAL IMPROVEMENTS PROJECT
CONTRIBUTION AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
CITY OF GAHANNA, OHIO
ROADWAY IMPROVEMENTS – STYGLER ROAD
CAPITAL IMPROVEMENT PROJECT 530161-100095**

This Contribution Agreement (the "AGREEMENT"), made and entered into this _____ day of _____, 2013 (the "Effective Date"), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as the CITY, pursuant to and under the authority of Ordinance No. _____ 2013, passed by the City Council of the City of Columbus, approved by the Mayor of said CITY, and attested to by the City Clerk on the ____ day of _____ 2013, 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, Columbus City Council passed Ordinance No. _____ on _____ whereby COLUMBUS agrees to accept a deposit of funds from GAHANNA for COLUMBUS to construct certain necessary improvements on behalf of GAHANNA in conjunction with COLUMBUS's ROADWAY IMPROVEMENTS – STYGLER ROAD project; and

WHEREAS, the CITY proposes to construct or to cause to be constructed public improvements, including those as identified in Exhibits A and B attached hereto and incorporated herein and further known as the "Improvements"; and

WHEREAS, the CITY recognizes the benefit that public improvements will have on its citizens and that it is in the best interests of the CITY 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, and b) the approved plans and specifications for the Improvements.
- B. "Contribution" means the amount contributed by GAHANNA to the CITY for public improvements.
- C. "Improvements" means construction improvements described in the construction 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 all final accounting has been completed.

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 other 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.

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 review and shall inform the Contractor.

4. **PROJECT WARRANTY:** 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.
 - 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.

GAHANNA shall provide routine maintenance after the work is completed and during the warranty period.

5. **ACCEPTANCE OF THE WORK:** GAHANNA shall have the option to have a representative on site during the Work and the opportunity to accept the final Work, in writing, upon completion of the project. Acceptance of the Improvements by GAHANNA shall not relieve COLUMBUS of its responsibility for defects in material or workmanship as set forth in Section 4.
6. **PERFORMANCE AND PAYMENT BOND:** COLUMBUS agrees to require the contractor who performs the improvements to execute a contract performance and payment bond.
7. **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 warranty period as set forth in Section 4 herein, GAHANNA shall accept all maintenance responsibility for the improvements within their jurisdiction constructed under this agreement.
8. **CONTRIBUTION:** GAHANNA shall initially deposit \$25,685.88, based on the Engineer's Estimate, with the CITY for the costs associated with the construction and inspection of the Improvements described in Exhibits A and B and as authorized by the

Ordinance referenced in Section 1 of this Agreement. The Contribution shall be made before the CITY seeks City Council approval to enter into any contracts or agreements for the construction of the Improvements.

Payment(s) shall be made out to COLUMBUS CITY TREASURER; and be delivered to:

Office of Support Services
Department of Public Service
109 N. Front St. – Ground Floor
Columbus, Ohio 43215
Attn: Contract Manager

If, during the course of WORK it is anticipated that the Contribution will exceed \$25,685.88, the CITY and GAHANNA shall make every effort to discuss the issue(s) and identify the party responsible for funding the increase cost of WORK before the work commences, unless the CITY deems the work an emergency. If the CITY deems the work an emergency, discussion of fiscal responsibility shall occur immediately after the work has commenced. GAHANNA shall be responsible for, but not limited to, unforeseen site conditions resulting in increased cost. The CITY shall be responsible for, but not limited to, work performed by the CITY's contractor. Notwithstanding the foregoing, the CITY and GAHANNA agree to cooperate and negotiate in good faith an appropriate modification of this Agreement in the event the scope of WORK is materially different than anticipated by the parties hereto at the time of this Agreement. If the Contribution need is greater than the \$25,685.88 and, as set forth above, GAHANNA is responsible for such increased cost, the CITY and GAHANNA shall promptly execute a contract modification to increase the Contribution amount to reflect the additional amount needed.

9. **FINAL ACCOUNTING:** Upon completion of the contract, final accounting by the CITY will determine if a portion of GAHANNA's deposit shall be refunded, or if GAHANNA shall provide additional funds to the CITY.

Refund payment to GAHANNA shall be made out to City of Gahanna and be delivered to:
City of Gahanna
200 S. Hamilton Road
Gahanna, OH 43230
Att: City Engineer

10. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between GAHANNA, its agents and employees, and the CITY, 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:

A. Exhibit A: Description of work

B. Exhibit B: Item List

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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: _____
Mark Kelsey
Director, Department of Public Service

By: _____
Title: _____

Date: _____

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

Richard C. Pfeiffer, Jr.
Columbus City Attorney

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EXHIBIT A DESCRIPTION OF WORK

Roadway improvement from Wendler Road (north limit) to the Gahanna corporation limit (south). This project will realign Stygler Road to reduce the degree of curvature, improve sight distance and stabilize the soil supporting the roadway. It will also add sidewalks and retaining walls. 650 linear feet of sidewalk to be constructed in Gahanna.

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EXHIBIT B ITEM LIST
ESTIMATED SIDEWALK COSTS

Group Name	Ref. No.	Item No.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
SIDEWALK EXTENSION	74	201	CLEARING AND GRUBBING	LUMP	1.00	\$500.00	\$500.00
SIDEWALK EXTENSION	75	608	CONCRETE WALK (4")	SF	3275.00	\$6.00	\$19,650.00
SIDEWALK EXTENSION	76	608	CURB RAMP	EA	1.00	\$350.00	\$350.00
SIDEWALK EXTENSION	77	659	SEEDING AND MULCHING	SY	728.00	\$1.00	\$728.00
FORCE ACCOUNT	78	SPEC	CONTINGENCY	PCT			\$2,122.80
			SUB-TOTAL				\$23,350.80
			INSPECTION (10%)				\$2,335.08
			SUB-TOTAL				\$25,685.88