

**CAPITAL IMPROVEMENTS PROJECT
CONTRIBUTION AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
CITY OF GAHANNA, OHIO
ARTERIAL STREET REHABILITATION – MORSE ROAD – PRESERVE TIF
IMPROVEMENTS
CAPITAL IMPROVEMENT PROJECT 530103-100044**

This Contribution Agreement (the “AGREEMENT”), made and entered into this _____ day of _____, 2014 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as COLUMBUS, pursuant to and under the authority of Ordinance No. _____ 2014, 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 _____ 2014, 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 agrees to accept a deposit of funds from GAHANNA for COLUMBUS to construct certain necessary improvements on behalf of GAHANNA, and in GAHANNA’s jurisdiction, in conjunction with COLUMBUS’s Arterial Street Rehabilitation – MORSE ROAD – PRESERVE TIF IMPROVEMENTS project; and

WHEREAS, COLUMBUS 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, COLUMBUS and GAHANNA recognize the benefit that public improvements will have on its 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 **\$333,685.00** to COLUMBUS for the costs associated with the construction of the Improvements described in Exhibits A and B and as authorized by the Ordinance referenced in paragraph 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.

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

Department of Public Service
Office of Support Services
50 W. Gay St. – 5th Floor
Columbus, Ohio 43215
Attn: Alex Cofield

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 warranty 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:
 - A. Exhibit A: Description of work
 - B. Exhibit B: Project location map
 - C. Exhibit C: Executed construction contract, incorporated by reference as if attached

[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:**
xxxxx
Gahanna City Attorney

Date

Date

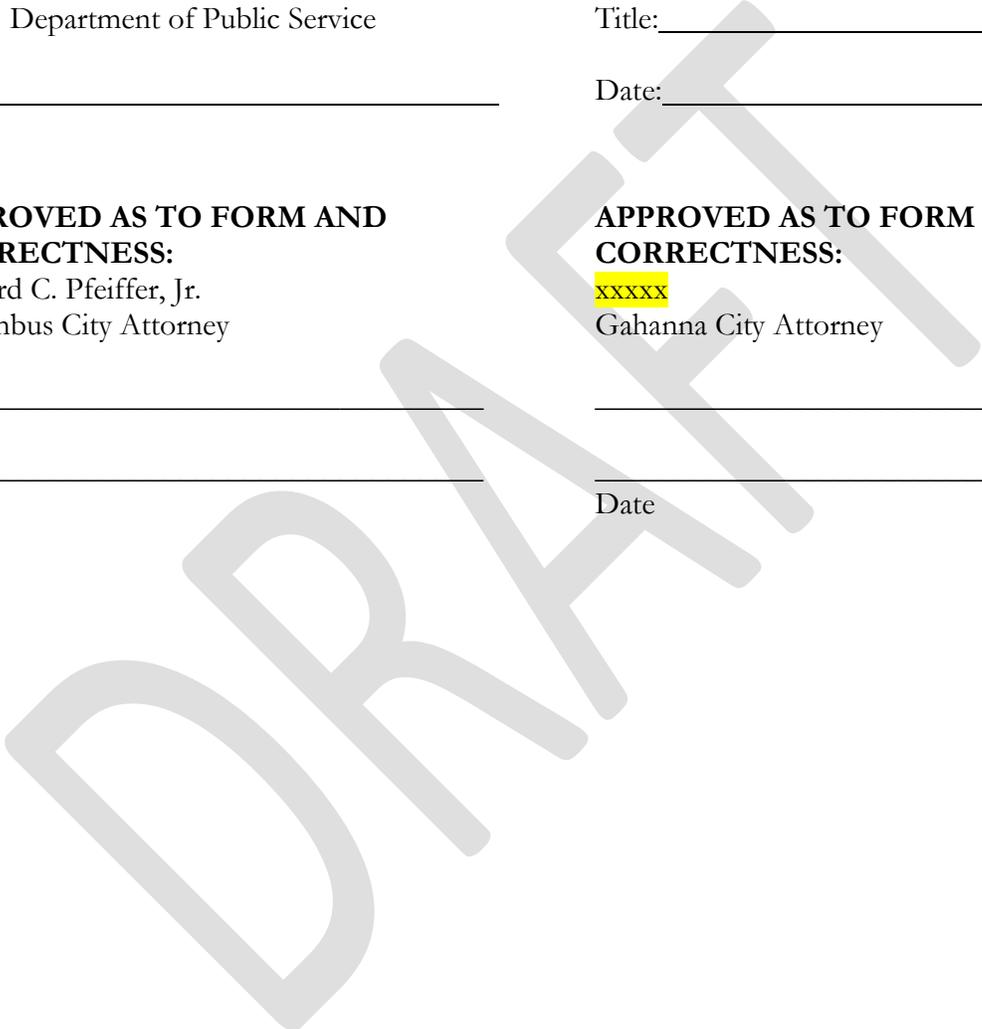
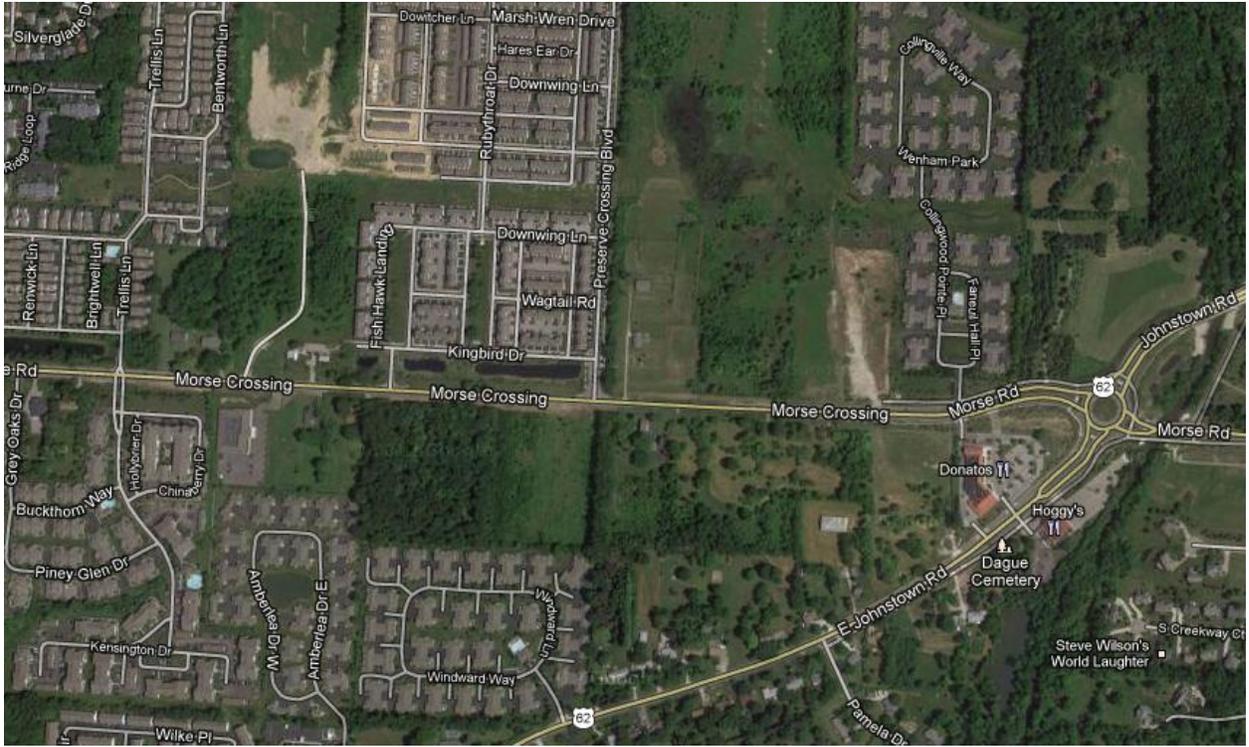


EXHIBIT A - DESCRIPTION OF WORK

The project includes Work in both COLUMBUS' and GAHANNA's jurisdiction and the full scope of work includes: public infrastructure improvements to Morse Road, from a point 955' east of Trellis Lane/ Underwood Farms Boulevard to approximately 1,040 feet west of Johnstown Road. The project will widen Morse Road to a 3-lane section from Trellis Lane/ Underwood Farms Boulevard to a point approximately 1,400 feet west of Johnstown Road. Morse Road will be resurfaced over the same limits and extending further east to approximately 1,040 feet west of Johnstown Road. A shared use path will be installed on the north side of Morse Road over the entire length of the project, and will tie into the existing shared use path approximately 900 feet west of Johnstown Road. Street lighting will be installed along the north side of Morse Road. Storm water inlets and associated storm sewer will be installed on the north side of the roadway over the length of the project. The south side shoulder will be widened, but will remain uncurbed with ditch drainage. The existing culverts will be extended where impacted by the proposed street widening and to accommodate the shared use path addition. Existing fire hydrants will be relocated as necessary. Traffic control (signage and pavement markings) will be upgraded as necessary. The existing traffic signal at the intersection of Morse Road and Trellis Lane/ Underwood Farms Boulevard will be modified as necessary. Street trees will be provided on the north side of the roadway.

EXHIBIT B PROJECT LOCATION MAP



↑ North