

PID No. _____
PROJECT No. _____

CONTRACT

(Chapter 5521, Ohio Revised Code)

This Contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and _____ (hereinafter referred to as the Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW THEREFORE, in consideration of the premises and the performance of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

EXHIBIT A

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this Contract.

SECTION II: PURPOSE

The purpose of this Contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

The Contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

(DESCRIPTION OF PROJECT)

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of _____ Dollars (\$0,000.00).
5. (Cooperation Statement)
6. The LPA agrees to assume and bear One Hundred percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the STATE and the Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.

- B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
- C. The removal and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

- 1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
- 2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto;
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
 - E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
 - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this Contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this Contract shall be directed as follows:

(LPA) Ohio Department of Transportation
Office of Contracts
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: GENERAL PROVISIONS

1. This Contract constitutes the entire Contract between the parties. All prior discussions and understandings between the parties are superseded by this Contract.
2. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5. All financial obligations of the State of Ohio, as provided in this Contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE.
6. This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

SECTION XI: SIGNATURES

Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be duly executed in duplicate.

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY

Director

LPA Officer

Date

Title: _____

Date

SEAL
(If Applicable)

CERTIFICATE OF COPY
STATE OF OHIO

City of Gahanna, Franklin County, Ohio

I, _____, as Clerk of the City of Gahanna, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said City on the _____ day of _____, 2____, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record Number, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 2 _____.

Clerk

(SEAL)
(If Applicable)

City of Gahanna, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Gahanna, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

PRELIMINARY LEGISLATION

Rev. 6/26/00

Ordinance Number _____
PID Number 22234
FRA-SR317-9.26/15.96

The following is an Ordinance enacted by the City of Gahanna, Franklin County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

This project proposes to perform partial depth pavement repairs; widen shoulders at specified locations; plane and pave mainline pavement and service roads; replace pavement markings, raised pavement markers and loop detectors; and place berm aggregate. This project is a District Six Urban Paving Project.

Project limits extend on SR317 (Hamilton Road) from US33 to IR70 and resumes from 0.01 miles north of the CSX Railroad crossing to approximately 0.36 miles north of IR270.

NOW THEREFORE, be it ordained by the City of Gahanna, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

Consent is hereby given by the City of Gahanna for the above improvement and the City of Gahanna further agrees to have the City of Columbus be the lead agency for the project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The Mayor of said City is hereby empowered on behalf of the City of Gahanna to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Mayor)

Attested: _____
(Title)

(President of Council)

This Ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

(Resolution/Ordinance No. _____)

PID No. _____

Project No. _____

{{ SAMPLE }}

FINAL RESOLUTION

The following Final Resolution enacted by the _____ of _____,
(Local Public Agency)

_____ County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on _____ day of _____, 2_____, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

(Project Description)

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

(Cooperation)

The share of the cost of the LPA is now estimated in the amount of _____ (\$0,000.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

PID No. _____

NOW, THEREFORE, be it resolved:

- I. That the estimated sum of _____ (\$0,000.00), is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director or Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from _____ funds. (Federal or State)
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that _____ (Contractual Officer) be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 2_____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 2_____.

SEAL
(If Applicable)

Officer's Title

Clerk (Secretary Ex-Officio)

LPA
of _____ County, Ohio

CERTIFICATE OF COPY
STATE OF OHIO

City of Gahanna, Franklin County, Ohio

I, Isobel L Sherwood, as Clerk of the City of Gahanna, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said City on the 18th day of September, 2000, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record Number, Page N/A.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 27th day of November, 2000.

Isobel L Sherwood
Clerk

(SEAL)
(If Applicable)

City of Gahanna, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Gahanna, Ohio

Attest: Isobel L Sherwood Ann M. Ryan, Date Nov 27th 2000
Contractual Officer

For the State of Ohio

Attest: _____

_____, Date _____
Director, Ohio Department of Transportation