

**COOPERATIVE AGREEMENT
BETWEEN
FRANKLIN COUNTY
AND
THE CITY OF GAHANNA**

WHEREAS, **HAMILTON ROAD BETWEEN CLARK STATE ROAD AND JOHNSTOWN ROAD/US ROUTE 62** has utility to the general public of Franklin County as well as to the citizens of the City of Gahanna, is an important roadway on the county and municipal highway system for through traffic, and the public interest demands its rehabilitation; and

WHEREAS, Franklin County through the County Engineer, the City of Gahanna through its Mayor, do hereby mutually agree to cooperate in the planning, design and construction of the project; and

WHEREAS, it has been determined that the general scope of the project will include the widening of Hamilton Road between Clark State Road and Johnstown Road/US Route 62 along with the miscellaneous work required for the improvement; *the design of the widening has been determined to be one of two possible alternatives as follows: the preferred alternative design includes two roundabouts in which the curb to curb section of the roadway is to be about 58 to 60 feet wide which consists of two northbound lanes and two southbound lanes with median in some locations and turn lane in other locations. The second alternative design which may include the roundabouts is to be a curb to curb section of roadway about 58 to 60 feet wide which consists of two northbound lanes and two southbound lanes with median in some locations and turn lane in other locations.*

NOW, THEREFORE, the Parties agree to the following responsibilities:

Franklin County will:

1. Declare the improvement necessary.
2. Contract with, manage and compensate an engineering consulting firm to provide right-of-way and detailed construction plans for the project. Provide interim and final right-of-way and construction plans to Gahanna for review and approval. Invoice Gahanna for 50% of the engineering design fees spent on the project. Gahanna will be responsible for 100% of the cost of any modification to the design contract that is a result of a change to the scope of the project made solely by Gahanna. Gahanna will be invoiced for these costs near the end of the design phase.
3. Acquire all necessary right-of-way, easements and work agreements necessary for the construction of the project. Invoice Gahanna for 50% of the portion of right-of-way costs not covered by federal-aid and / or OPWC grants. Gahanna will be invoiced for these costs at the end of the right-of-way acquisition phase.
4. Coordinate and pay for the utility relocations required for the construction of the project. Invoice Gahanna for 50% of the portion of utility relocation costs not covered by federal-aid and / or OPWC grants. Gahanna will be invoiced for these costs at the end of the utility relocation phase.
5. Prepare bid documents, take bids and award a construction contract for the project. Provide contractor

EXHIBIT A

bids to Gahanna for their review and approval. Invoice Gahanna for their share of the construction costs on the project. The Gahanna share will include 50% of the roadway-related costs that were not covered by federal-aid and / or OPWC grants. In addition, Gahanna will be responsible for 100% of those items not deemed essential to the roadway improvement that were not covered by federal-aid and / or OPWC grants. Items not deemed essential to the roadway improvement will include street lights, landscaping, landscaping irrigation systems and other items mutually agreed upon. Gahanna will be invoiced for 50% of their share just prior to the sale of the project, 40% when the roadway is opened to traffic and the balance when the construction contract is closed-out with the contractor.

6. Provide construction engineering and inspection services on the entire project at no cost to Gahanna.
7. Review and approve all construction change orders and delay claims on the project subject to Gahanna concurrence.

the City of Gahanna will:

1. Declare the improvement necessary.
2. Assume the lead in all public involvement for the project.
3. Review and approve the right-of-way and construction plans for the project in a timely manner.
4. Reimburse the County for Gahanna's share of design, right-of-way and construction costs noted above.
5. Approve all construction change orders on the project in a timely manner.
6. Operate and maintain the completed portion of the project.

FRANKLIN COUNTY

Witness: _____

By: _____

Dean C. Ringle, P.E., P.S.
Franklin County Engineer

Date: _____

CITY OF GAHANNA

Witness: _____

By: _____

Rebecca Stinchcomb
Mayor

Date: _____