

**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 to a five lane section with two roundabouts between Clark State Road and Johnstown Road/US Route 62 along with the miscellaneous work required for the improvement.

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

Franklin County will:

1. Declare the improvement necessary.
2. Reimburse Gahanna for 50 percent of the local share of the design portion of the project ~~and 25 percent of the right-of-way and 25 percent of utility relocation cost of the project.~~
3. Prepare bid documents, take bids, provide contractor bids to Gahanna for their review/approval, and award a construction contract for the project. ~~The right-of-way must be cleared by Gahanna and utility relocations completed, as coordinated by Gahanna, prior to the first construction bid advertisement for the project.~~
4. Purchase all necessary right-of-way, easements and work agreements necessary for the construction of the project on behalf of the City of Gahanna and invoice the City of Gahanna for 75% of the cost of the right-of-way.
5. Coordinate utility relocations required for the construction of the project and invoice the City of Gahanna for 100% of the utility relocation costs.
6. Manage the grant funding and grant reimbursement for Right of Way and Utility Relocation related expenses.
7. Serve as the LPA for ODOT agreements and coordination.

EXHIBIT A

8. Manage the grant funding and grant reimbursement for all Construction related expenses.
9. Invoice Gahanna for their share of the construction costs on the project, as noted below:
 - The Gahanna share will include 50% of the roadway-related costs that were not covered by federal-aid and / or OPWC grants.
 - 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 first construction bid advertisement for the project, 40% when the roadway is opened to traffic and the balance when the construction contract is closed-out with the contractor.
10. Provide construction engineering and inspection services on the entire project at no cost to Gahanna.
11. 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. Contract with, manage and compensate an engineering consulting firm to provide right-of-way plans and detailed construction plans for the project.
3. Provide interim and final construction and right-of-way plans to the County for review and approval.
4. ~~Serve as the LPA for ODOT agreements and coordination.~~
5. Assume the lead in all public involvement for the project.
6. ~~Acquire all necessary right of way, easements and work agreements necessary for the construction of the project. The right of way shall be clear prior to the first construction bid advertisement for the project.~~
7. ~~Coordinate and pay~~ Pay 100% of any costs related to utility relocations required for the construction of the project. The utility relocations shall be completed prior to the construction sale date.
8. Pay for 75% of the Right-of-Way cost as invoiced by the Franklin County.
9. Approve all construction change orders on the project in a timely manner.
10. 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: _____