

**CAPITAL IMPROVEMENTS PROJECT CONTRIBUTION AGREEMENT
BETWEEN
THE CITY OF COLUMBUS
AND
THE CITY OF BEXLEY
FOR
RESURFACING – 2018 PROJECT 1
CAPITAL IMPROVEMENT PROJECT 530282-912018**

This Contribution Agreement (the "AGREEMENT"), pursuant to Ordinance No. 0449-2018, passed the 26th day of February 2018, is made and entered into this 3RD day of APRIL, 2018 (the "Effective Date"), by and between the City of Columbus, Ohio, acting through its Director of Public Service, hereinafter designated as COLUMBUS, and the City of Bexley, hereinafter designated BEXLEY, collectively known as the PARTIES; and

WHEREAS, COLUMBUS is undertaking a capital improvement project that will result in repairs to and resurfacing of 83 streets and construction of 396 ADA curb ramps; and

WHEREAS, a portion of the proposed public improvements are within the corporate limits of BEXLEY; and

WHEREAS, BEXLEY has agreed to support the completion of those improvements located within its jurisdiction; and

WHEREAS, it is necessary for the PARTIES to enter into this AGREEMENT to facilitate the construction thereof;

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" means this AGREEMENT, including any attachments/exhibits thereto.
 - B. "Contribution" means the amount contributed by BEXLEY to COLUMBUS for the "Improvements".
 - C. "Improvements" means the infrastructure improvements identified in the Contract Documents and specifically described within Exhibit A.
 - D. "Work" means the construction of the Improvements.

2. **GENERAL CONSIDERATIONS:** In consideration of the promises of BEXLEY set forth herein, COLUMBUS agrees to construct, or cause to be constructed, the capital improvements identified in Exhibit A. COLUMBUS or its Contractor(s) shall be responsible for complying with all federal, state, and local laws.

3. **PROCUREMENT OF SERVICES:** COLUMBUS, through its Department of Public Service, reserves the exclusive right to select any contractors who may be necessary to construct 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 its Contractor(s). If BEXLEY has a concern about the Work, BEXLEY shall inform COLUMBUS and COLUMBUS shall inform its Contractor(s) as appropriate.

4. **CONTRIBUTION AND FINAL ACCOUNTING:** The PARTIES acknowledge the contribution amount stated in this AGREEMENT is an approximation based upon an engineer's estimate attached hereto as Exhibit B and the final amount to be contributed by each PARTY may increase or decrease based upon the results of bids received for the project. Each PARTY shall also be responsible for their portion of the cost of any approved changes to the Work the PARTY requests.

Pursuant to the terms of this AGREEMENT, BEXLEY shall contribute \$44,448.27 to COLUMBUS for costs associated with the Work delineated in Exhibit A. Check shall be made payable to City Treasurer – Columbus and delivered to:

Department of Public Service
Office of Support Services
50 W. Gay Street, 5th Floor
Columbus, Ohio 43215
Attn: Contract Manager

BEXLEY shall tender payment to COLUMBUS within 30 days of executing this AGREEMENT.

COLUMBUS shall perform final accounting after the project has been completed and final payment has been made to the Contractor(s) for the Work. COLUMBUS shall refund any unspent balance of the Contribution to BEXLEY or notify BEXLEY of any additional monies owed to COLUMBUS for the prosecution of the Work in accordance with final accounting. All such refunds or additional payments shall be made within 60 days of notification.

5. **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
6. **ACCEPTANCE OF THE WORK:** Acceptance of the Improvements by BEXLEY shall not relieve COLUMBUS of its responsibility for defects in material or workmanship as set forth in Section 5.

7. **PERFORMANCE AND PAYMENT BOND:** COLUMBUS shall require the Contractor who constructs the Improvements to execute a contract performance and payment bond.
8. **PUBLIC USE:** The PARTIES agree that all improvements under this AGREEMENT shall be dedicated for public use.
9. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between BEXLEY, 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.
10. **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.
11. **ADDITIONAL DOCUMENTATION:** The following document exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:
 - 11.1 Exhibit A: Description of Work
 - 11.2 Exhibit B: Cost Allocation

[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
DEPARTMENT OF PUBLIC SERVICE**

By: Jennifer Gallagher
Jennifer Gallagher
Director of Public Service

Date: 4-3-18

APPROVED AS TO FORM AND
CORRECTNESS: ZMK

By: Zach Klein
Zachary M. Klein
Columbus City Attorney

Date: 3/5/2018

**CITY OF BEXLEY
SERVICE DEPARTMENT**

By: William Dorman
William Dorman
Service Director

Date: April 2, 2018

APPROVED AS TO FORM AND
CORRECTNESS:

By: Marc Fishel
Marc Fishel
Bexley City Attorney

Date: 4/3/18

EXHIBIT A: DESCRIPTION OF WORK

The City of Columbus proposes to resurface Gould Road between Broad Street and Allegheny Avenue as part of Resurfacing – 2018 Project 1. Gould Road runs north-south along the corporate boundary between the City of Columbus and the City of Bexley. The western half of Gould Road between Broad Street and approximately 2,100 feet north is within the City of Bexley corporate boundary. The City of Columbus resurfacing project will consist of milling/resurfacing, pavement repairs, and any necessary pavement striping within the Bexley corporation limit; however, the aforementioned project does not encompass any curb replacement or ADA ramp upgrades within Bexley. The City of Bexley has committed to completing these upgrades separately no later than July 9, 2018. The construction inspection for the resurfacing operation will be performed by the City of Columbus.

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**EXHIBIT B: COST ALLOCATION
RESURFACING 2018 PROJECT 1**

LINE #	ITEM #	ITEM DESCRIPTION	REVISION QUANTITY	UNITS	UNIT COST	TOTAL COST
PART A RESURFACING						
11	251	PAVEMENT REPAIR (P), ASPHALT	41	CU YD	\$212.00	\$8,722.56
12	254	PAVEMENT FINISHING (1" TO 2"), ASPHALT	3,650	SQ YD	\$2.15	\$7,747.50
29	407	SEAL TRACING TACK COAT, ASPHALT	350	GALLON	\$1.50	\$1,050.00
27	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (1.50, PG 70 22, (1.5")	350	CU YD	\$135.00	\$47,250.00
48	621	RASCO PAVEMENT MARKER INSTALLED	5	EACH	\$28.50	\$142.50
47	621	RASCO PAVEMENT MARKER DELIVERED	5	EACH	\$10.50	\$52.50
62	614	CHUTES SIGN, DOUBLE, YELLOW, 5'	0.01	PAIR	\$2,000.00	\$20.00
64	644	CHANGELING SIGN, 10'	23	LINE FT	\$2.00	\$46.00
65	614	CROSSWALK SIGN, 10'	33	LINE FT	\$3.45	\$113.85
69	614	LANE ARROW	1	EACH	\$93.00	\$93.00
71	444	STOP SIGN, 20'	23	LINE FT	\$6.00	\$138.00
PART A RESURFACING TOTAL:						\$148,816.41
PART B ADA CURB RAMPS						
PART B ADA CURB RAMP TOTAL:						\$0.00
SUMMARY						
PART A RESURFACING TOTAL:						\$148,816.41
PART B ADA CURB RAMPS TOTAL:						\$0.00
PROJECT SUBTOTAL:						\$148,816.41
CONSTRUCTION (5% OF SUBTOTAL):						\$7,440.82
CONSTRUCTION TOTAL:						\$156,257.23
INSPECTION (5% OF CONSTRUCTION TOTAL):						\$7,812.64
LEGISLATIVE TOTAL:						\$164,069.87

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