

**CAPITAL IMPROVEMENTS PROJECT CONTRIBUTION AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
CENTRAL OHIO TRANSIT AUTHORITY
AND
FRANKLIN COUNTY ENGINEER
FOR
RESURFACING – 2017 PACKAGE 2,
CAPITAL IMPROVEMENT PROJECT 530282-922017**

This Contribution Agreement (the "AGREEMENT"), pursuant to Ordinance No. 0002-2017, passed the ~~22nd~~ day of ~~January~~ 2017, is made and entered into this 13th day of April, 2017 (the "Effective Date"), by and between the City of Columbus, Ohio, acting through its Director of Public Service, hereinafter designated as COLUMBUS, and Central Ohio Transit Authority, a regional transit authority created pursuant to Section 306.31 et seq. of the Ohio Revised Code, hereafter designated as COTA, and the Franklin County Engineer's Office, County of Franklin, State of Ohio, hereinafter designated the COUNTY, with all three entities collectively known as the PARTIES; and

WHEREAS, COLUMBUS proposes to construct or to cause to be constructed public improvements, including those as identified in Exhibit A attached hereto and incorporated herein and further known as the "Improvements"; and

WHEREAS, a portion of the proposed public improvements are within the jurisdiction of the COUNTY; and

WHEREAS, a portion of the proposed public improvements will benefit COTA; and

WHEREAS, the PARTIES recognize it will be beneficial to have all improvements made under one contract instead of doing multiple improvement projects in the area;

WHEREAS, the PARTIES recognize the benefit the public improvements will have on citizens and that it is in the best interests of the PARTIES to enter into a Contribution Agreement to jointly fund the proposed improvements.

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 amount contributed by COTA and/or COUNTY to COLUMBUS for the "Improvements".
- C. "Improvements" means construction improvements described in the Contract Documents and specifically identified within Exhibit A.
- 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 the PARTIES and the one year warranty has expired.
3. **GENERAL CONSIDERATIONS:** In consideration of the promises of COTA and COUNTY set forth herein, COLUMBUS agrees to construct, or cause to be constructed, the capital improvements identified in Exhibit A. In making the improvements, COTA and COUNTY 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, the PARTIES shall respond in a timely manner, and COTA's and COUNTY'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 COTA or COUNTY has a concern about the Work, COTA or COUNTY shall inform COLUMBUS and COLUMBUS shall inform the Contractor as appropriate.
5. **CONTRIBUTION AND FINAL ACCOUNTING:** The PARTIES acknowledge the contribution amounts stated in the AGREEMENT are estimates based upon an engineer's estimate (see Exhibits B through E) and the final amounts to be contributed by each party may increase or decrease based upon the results of bids received for the project. Each entity shall also be responsible for their portion of the cost of any approved changes to the Work the entity requests.

5.1 The engineer's estimate for the overall project cost is **\$2,393,260.63** as detailed in EXHIBIT E of this AGREEMENT. The initial contribution amounts shall be as follows:

5.2 COTA shall initially contribute **\$1,028,505.10** to COLUMBUS for the costs associated with the Improvements described in Exhibit A and as detailed in Exhibit C of this AGREEMENT.

5.3 COUNTY shall initially contribute **\$425,818.66** to COLUMBUS for the costs associated with the Improvements described in Exhibit A and as detailed in Exhibit B of this AGREEMENT.

5.4 COLUMBUS shall initially contribute **\$938,936.87** for the costs associated with the Improvements described in Exhibit A and as detailed in Exhibit D of this AGREEMENT.

5.5 Funds in the amount listed above shall be deposited with COLUMBUS within 30 days of the PARTIES signing this Agreement. Checks shall be made out 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: Tierra Palmer

- 5.6 COLUMBUS will compare the pricing of the awarded contractor to the pricing on the engineer's estimates (Exhibits B through E of the AGREEMENT) and recalculate the contribution owed by the PARTIES. If the money previously deposited by an entity is more than the revised estimate of their share of the cost, nothing further will be done at this time. If the money previously deposited by an entity is less than the revised estimate of their share of the cost, the entity will deposit additional funds with COLUMBUS to bring their contribution amount up to the revised engineer's estimate. This additional amount will be deposited with Columbus within 30 days of notification of the need for additional funds.
- 5.7 COLUMBUS shall perform final accounting on the project when the project is completed and final invoices have been received. COLUMBUS shall refund any remaining deposit or notify COTA and/or COUNTY of any balance owed COLUMBUS. All such refunds or additional payments shall be made within 60 days of notification.
- 5.8 Any increases in the contribution amount, which may be required of any of the parties to ensure prosecution of the project, shall require the execution of the appropriate amendment or amendments to this Agreement by the parties hereto.
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 COTA or COUNTY shall not relieve COLUMBUS of its responsibility for defects in material or workmanship as set forth in Section 6.
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:** The PARTIES agree that all improvements under this contract shall be dedicated for public use. Upon expiration of the one (1) year warrantee period as set forth

in Section 7 herein, COUNTY 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 COTA and/or COUNTY, 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:
 - 12.1 Exhibit A: Description of Work
 - 12.2 Exhibit B: Engineer's Estimate – County Cost
 - 12.3 Exhibit C: Engineer's Estimate – COTA Cost
 - 12.4 Exhibit D: Engineer's Estimate – Columbus Cost
 - 12.5 Exhibit E: Engineer's Estimate – Overall Project Cost


[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

FRANKLIN COUNTY

By: 
Jennifer Gallagher, Director
Department of Public Service

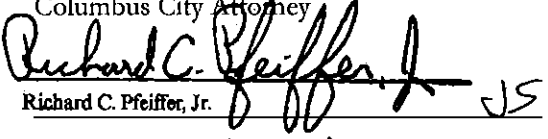
By: 
Dean C. Ringle, P.E., P.S.
Franklin County Engineer

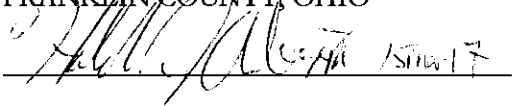
Date: 4-13-17

Date: 4-6-17

APPROVED AS TO FORM AND CORRECTNESS:

APPROVED AS TO FORM:

Richard C. Pfeiffer, Jr.
Columbus City Attorney
 JS
Richard C. Pfeiffer, Jr.
4-19-17


RON O'BRIEN
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO
 /SMW/17

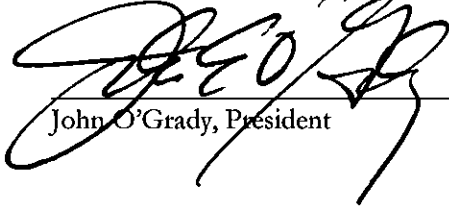
Date

Date

CENTRAL OHIO TRANSIT AUTHORITY

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO**

By: 
Title: W. Curtis Stitt, President/CEO


John O'Grady, President

Date: 4.12.2017

Marilyn Brown, Commissioner

USA


Kevin L. Boyce, Commissioner

[Remainder of page intentionally left blank]

EXHIBIT A - DESCRIPTION OF WORK

Resurfacing work on Cleveland Avenue between Westerville Road and SR 161 per the following:

Westerville Road to Oakland Park (Columbus Section)

- Only bus lanes will be resurfaced.
- COTA share of the costs are for 3-inch mill and fill and any striping/Raised Pavement Markers (RPMs), loops, etc., associated with this mill and fill.
- COLUMBUS share of the costs are all other WORK in this section, including partial depth repairs, curb repairs, and ADA requirements.
- There are no costs to COUNTY for this section.

Oakland Park to Ormond (Franklin County Section)

- Full width resurfacing as COLUMBUS typically scopes – all lanes will be resurfaced in this section.
- COTA share of the costs are for 3-inch mill and fill and any striping/ Raised Pavement Markers (RPMs), loops, etc., associated with this mill and fill in the bus lanes only.
- COUNTY share of the costs are all other WORK in this section, including 1.5-inch mill and fill in the middle 3 lanes, partial depth repairs, curb repairs, striping/ Raised Pavement Markers (RPMs), and ADA requirements.
- There are no costs to COLUMBUS for this section.

Ormond Avenue to SR 161 (Columbus Section)

- Full width resurfacing as COLUMBUS typically scopes – all lanes will be resurfaced in this section.
- COTA share of the costs are for 3-inch mill and fill and any striping/ Raised Pavement Markers (RPMs), loops, etc., associated with this mill and fill in the bus lanes only.
- COLUMBUS share of the costs are all other WORK in this section, including 1.5-inch mill and fill, striping and Raised Pavement Markers (RPMs) in the middle 3 lanes. COLUMBUS is responsible for partial depth repairs, curb repairs, and ADA requirements for the full roadway width.
- There are no costs to COUNTY for this section.

[Remainder of page intentionally left blank]

EXHIBIT B – ENGINEER’S ESTIMATE – COUNTY COST

See the following three pages.

[Remainder of page intentionally left blank]

EXHIBIT C – ENGINEER’S ESTIMATE – COTA COST

See the following three pages.

[Remainder of page intentionally left blank]

EXHIBIT D – ENGINEER’S ESTIMATE – COLUMBUS COST

See the following three pages.

[Remainder of page intentionally left blank]

EXHIBIT E – ENGINEER’S ESTIMATE – OVERALL COST

See the following three pages.

[Remainder of page intentionally left blank]