

ORDINANCE NO. 06-14

PASSED: February 10, 2014

ORDINANCE AUTHORIZING AGREEMENT WITH CITY OF COLUMBUS FOR CONTRIBUTION TOWARDS THE BRICE ROAD CORRIDOR IMPROVEMENT PROJECT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a "Contribution Agreement" with the City of Columbus outlining the conditions of the contribution.

See Exhibit "A" attached hereto and incorporated herein.

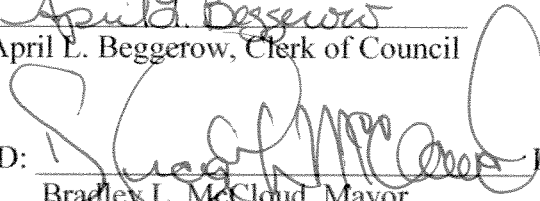
SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to allow acceptance of the contribution; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Doug Joseph, President of Council

ATTEST: 

April L. Beggerow, Clerk of Council

APPROVED:  DATE 2/12/14

Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 06-14 as passed by Council of said City on the 10th day of February, 2014 and as recorded in the Record of Proceedings of said Council.



April L. Beggerow, Clerk of Council

Filed with Mayor: 2/11/14

Published: _____

Exhibit A

**CONTRIBUTION AGREEMENT
BETWEEN
THE CITY OF COLUMBUS
AND
THE CITY OF REYNOLDSBURG
FOR
BRICE ROAD CORRIDOR PROJECT**

**City of Columbus' Pedestrian Safety Improvement – Brice Road Sidewalks
Capital Improvement Project Number 590105-100060**

This contribution agreement, hereafter designated the AGREEMENT, pursuant to City of Columbus Ordinance No. _____, passed the _____ day of _____, 2013, and City of Reynoldsburg Ordinance No. _____, passed the _____ day of _____, 2013, made and entered into this _____ day of _____, 2013, by and between the City of Columbus, State of Ohio, acting by and through its Director of Public Service, hereinafter designated COLUMBUS, and City of Reynoldsburg, County of Franklin, State of Ohio, hereinafter designated REYNOLDSBURG, together the PARTIES; and

WHEREAS, the PARTIES have determined that it is in their best interests to enter into this AGREEMENT for the construction of certain necessary improvements in COLUMBUS' corporate limits on Brice Road between Main Street to just north of I-70, hereafter designated the PROJECT; and

WHEREAS, REYNOLDSBURG proposes to construct or to cause to be constructed the Public Infrastructure Improvements in COLUMBUS' corporate limits as defined in Exhibit A attached hereto and incorporated herein, hereafter designated the IMPROVEMENTS; and

WHEREAS, COLUMBUS agrees to contribute funds to the PROJECT for the IMPROVEMENTS in COLUMBUS; and

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 Contract; and b) all detailed engineering plans; and c) the technical specifications set forth in the most recent edition of the "City of Columbus, Ohio Construction and Materials Specifications Manual".
- B. "Cost of Work" is defined as the total consideration paid to REYNOLDSBURG for the construction and inspection of the IMPROVEMENTS pursuant to Section 3 herein.
- C. "Contribution Amount" means \$66,000.00 paid by COLUMBUS to REYNOLDSBURG for the IMPROVEMENTS.
- D. "Work" means the construction of the IMPROVEMENTS.

- 2. GENERAL CONSIDERATIONS:** In consideration of the promises of REYNOLDSBURG and COLUMBUS set forth herein, REYNOLDSBURG agrees to construct and inspect, or cause to be constructed and inspected, the IMPROVEMENTS identified in Exhibit A. In making the IMPROVEMENTS, COLUMBUS shall fully cooperate with REYNOLDSBURG and shall follow and comply with all reasonable requests of

REYNOLDSBURG. REYNOLDSBURG 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 approvals will not be unreasonably conditioned, withheld, or delayed.

3. **PROJECT GUARANTY:** REYNOLDSBURG 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. REYNOLDSBURG'S 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.
4. **ACCEPTANCE OF THE WORK:** COLUMBUS shall have the option of having an inspector on site during construction to spot check work performed in the COLUMBUS corporate limits. At the end of construction, COLUMBUS shall have the opportunity to accept the IMPROVEMENTS. Acceptance of the IMPROVEMENTS by COLUMBUS shall not relieve REYNOLDSBURG of its responsibility for defects in material or workmanship as set forth in Section 3.
5. **PERFORMANCE AND PAYMENT BOND:** REYNOLDSBURG agrees to require the subcontractor who performs the improvements to execute a contract performance and payment bond.
6. **PUBLIC USE:** REYNOLDSBURG and COLUMBUS agree that all improvements under this contract shall be dedicated for public use. Upon expiration of the one (1) year guarantee period as set forth in Section 3 herein, COLUMBUS shall accept all maintenance responsibility for the IMPROVEMENTS constructed under this agreement unless the boundaries are adjusted and the IMPROVEMENTS are then in REYNOLDSBURG.
7. **CONTRIBUTION:** COLUMBUS shall contribute to REYNOLDSBURG the one time amount of \$66,000.00 for the IMPROVEMENTS as authorized by the Ordinance referenced in Section 1 of this agreement. If, after the contribution is made to REYNOLDSBURG, the project is cancelled, REYNOLDSBURG shall refund the money to COLUMBUS within 30 calendar days of notice to COLUMBUS by REYNOLDSBURG that the project is cancelled. If the project is delayed from the estimated construction start date in spring 2014, REYNOLDSBURG shall notify COLUMBUS of the delay and if the delay is greater than one year from the date of notice, REYNOLDSBURG shall refund the money to COLUMBUS within 30 calendar days of notice to COLUMBUS by REYNOLDSBURG.
8. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between COLUMBUS, its agents and employees, and REYNOLDSBURG, 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.

9. **EQUAL OPPORTUNITY CLAUSE:**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract. (Ordinance 2550-93.)

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.

[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.

THE CITY OF COLUMBUS

By: _____
Tracie Davies, Director
Department of Public Service

Date: _____

THE CITY OF REYNOLDSBURG

By: _____
Brad McCloud
Mayor

Date _____

APPROVED AS TO FORM AND CORRECTNESS:
Richard C. Pfeiffer, Jr., Columbus City Attorney

APPROVED AS TO FORM AND CORRECTNESS:
James E. Hood, Reynoldsburg City Attorney

EXHIBIT "A"

The city of Reynoldsburg plans to reconstruct portions of Brice Road between Interstate 70 on the south and Main Street on the north and approximately 400 feet east of Brice on Livingston Avenue. A small portion (1.28 acres) of the entire project lies inside the city of Columbus. The city of Columbus will contribute \$66,000 to construct improvements in the city including replacement and new construction of 5' sidewalk and drive approaches, new and replacement curb ramp construction, new street lighting, and minor traffic signal improvements.

In addition, REYNOLDSBURG agrees to:

- A. Seek and receive COLUMBUS's approval for all modifications to work within COLUMBUS, including change orders/unexpected conditions; and
- B. Notify affected Columbus residents of the estimated start date and duration of construction 2 days before estimated start date.