

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Village of **Granville**, (hereinafter referred to as the Legislative Authority/Local Public Agency or LPA).

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment (if applicable) of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION 1: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION 2: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION 3: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION 4: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of mill and resurface East Broadway from Pearl Streets to North Granger Street, Newark-Granville Road from East College Street to the eastern corporation limit, West Broadway from Main Streets to the western corporation limit, lying within the Village of Granville; and

SECTION 5: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.

2. The STATE may allocate the money contributed (if applicable) by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and 00/100 (\$0.00)**; therefore, the Village will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.
5. **The Village of Granville agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement less the amount of Federal-aid LCATS and Ohio Public Works Commission funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, Licking County agrees to assume and bear 100% of the cost of Right-of-way excluding in-house right-of-way charges incurred by the State.**
6. The LPA agrees to assume and bear one hundred percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees, that change orders and extra work contracts required to fulfill the construction contracts, shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION 6: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual including that:
 - a. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - b. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities, which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities, which do comply with the reimbursement provisions of the ODOT Utilities

Manual, will be removed and/or relocated at project expense, exclusive of betterments.

- c. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION 7: ADDITIONAL PROJECT OBLIGATIONS

- 1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
- 2. The LPA agrees:
 - a. To keep said highway open to traffic at all times;
 - b. To maintain the PROJECT in accordance with the provisions of the statutes relating hereto;
 - c. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - d. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
 - e. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code.
 - f. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION 8: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION 9: NOTICE

Notice under this contract shall be directed as follows:

Village of Granville
141 East Broadway
Granville, OH 43023

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, OH 43223

SECTION 10: FEDERAL REQUIREMENTS

- 1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and

employees are treated during employment without regard to their race, religion, color, sex national origin, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

2. To the extent necessary under Ohio law, the LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the Contractor shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. The LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000. LPA shall not discriminate on the basis of race, color or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION 11: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the state of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the state of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the state of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.

7. The LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 2102.03 and 102.04 of the Ohio Revised Code.

SECTION 12: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal's behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicated.

OHIO DEPARTMENT OF TRANSPORTATION

LOCAL PUBLIC AGENCY
VILLAGE OF GRANVILLE

Director of Transportation

Village Manager

Date

Date

Approved:
Mike Dewine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____