VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
TO ENTER INTO AN AGREEMENT WITH OHIO DEPARTMENT OF
TRANSPORTATION AND DECLARING AN EMERGENCY

The following Final Resolution enacted by the Village of Georgetown, hereinafter referred to as the Legislative Authority or Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on the 12th day of December, 2013, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of reconstructing the intersection and traffic signal or SR 125 and Home Street, lying within the Village of Georgetown;

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid and State Safety 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, the Village agrees to assume and bear the entire cost and expense of the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.

In view of the fact that the LPA’s share of the project is now estimated in the amount of Zero and ---- 00/100 Dollars ($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.

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, this legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, BE IT RESOLVED:

SECTION1. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
SECTION 2. That the LPA enter into a contract with the State, and that Village Administrator be, and is hereby authorized to execute said contract for improving the described project.

SECTION 3. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution

SECTION 4. That this Resolution is hereby declared to be an emergency Resolution necessary for the welfare of the inhabitants of the Village of Georgetown and more particularly to expedite the highway project and to promote highway safety and this Resolution shall be in full force and effect immediately upon its passage.

Passed: September 22, 2016

[Signature]
Dale E. Cahall, Mayor

ATTEST:

[Natalie K.R. Newberry]
Natalie K.R. Newberry, Fiscal Officer

Certificate of Copy

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the ___22___ day of September, 2016, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume Book of Resolutions, at Page Resolution 111, and under date of September 22, 2016.

[Signature]
Arthur Owens, Village Administrator

[Natalie K.R. Newberry]
Natalie K.R. Newberry, Fiscal Officer
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 Georgetown, (hereinafter referred to as the Legislative Authority or Local Public Agency (LPA).

WITNESSETH:

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 I: RECITALS

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

SECTION II: 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 III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.
SECTION IV: SCOPE OF WORK

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

The project consists of reconstructing the intersection and traffic signal or SR 125 and Home Street, lying within the Village of Georgetown; and

SECTION V: 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 Dollars ($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 agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid and State Safety 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, the Village agrees to assume and bear the entire cost and expense of the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.

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 fulfilling 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.
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 VIII: 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 IX: NOTICE

Notice under this contract shall be directed as follows

Village of Georgetown
301 South Main Street
Georgetown, Ohio 45121
Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: 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 that 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; Layoff or Termination; Rates of Pay or other forms of Compensation, and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination 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 LPA 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 material) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 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 XI: 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 thereunder 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 modification thereof.

7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: 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 behalf.

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

SEAL

(If Applicable)
OHIO DEPARTMENT OF
TRANSPORTATION

Director of Transportation
10-5-16

Date

LOCAL PUBLIC AGENCY
Village of Georgetown

Village Administrator
9.22.2016

Date

Approved:
Mike DeWine
Attorney General

By:
Stephen H. Johnson
Chief, Transportation Section

Date: 10/5/16
October 5, 2016

Hanna Koehler, Clerk
301 South Main Street
Georgetown, Ohio  45121

Re:  Brown County - Village of Georgetown
     Project No. 578(16)
     State Route 125 - Section 9.47
     Federal Project No. E140(109)
     PID No. 97177 - Letting of November 17, 2016

Dear Ms. Koehler:

Enclosed please find for your files, the duplicate copy of the executed co-operative contract between the Village of Georgetown, Ohio, and the Director of Transportation relative to the above listed project.

Respectfully,

Jeffrey M. Hisem
Administrator
Office of Estimating

JMH:kab

Enclosure

c:  David Regan
    Wendi Snyder
    File