

**CAPITAL IMPROVEMENT PROJECT
INTERGOVERNMENTAL AND CONTRIBUTION AGREEMENT
BETWEEN
THE CITY OF COLUMBUS
AND
THE CITY OF BEXLEY
FOR
LIVINGSTON AVENUE RECONSTRUCTION
CAPITAL IMPROVEMENT PROJECT (INSERT NUMBER)**

This Intergovernmental and Contribution Agreement (the “AGREEMENT”), authorized pursuant to Ordinance No. (INSERT NUMBER), passed (INSERT DATE), and Ordinance No. (INSERT NUMBER), passed (INSERT DATE), is made and entered into this _____ day of _____, 2023 (the “Effective Date”), by and between the City of Columbus, Ohio, a municipal corporation organized under its Charter and the laws and Constitution of the State of Ohio, acting through its Director of Public Service, hereinafter designated as COLUMBUS, and the City of Bexley, a municipal corporation organized under its Charter and the laws and Constitution of the State of Ohio, acting through its Mayor and/or Service Director, hereinafter designated as BEXLEY, collectively known as the PARTIES.

RECITALS

WHEREAS, the PARTIES have a long-standing collaborative relationship to facilitate the design, construction, and maintenance of capital improvements benefiting or spanning both jurisdictions; and

WHEREAS, the Livingston Avenue Reconstruction Capital Improvement Project (the “PROJECT”) is within the corporate limits of the cities of Bexley and Columbus, with the corporate boundaries located east of S. Gould Road attached hereto as Exhibit A; and

WHEREAS, COLUMBUS will manage the design and construction aspects of the PROJECT; and

WHEREAS, PARTIES will acquire the right-of-way in their respective jurisdiction to complete the PROJECT with COLUMBUS agreeing to lead and provide to BEXLEY all necessary information needed for BEXLEY to acquire the right-of-way in BEXLEY’s jurisdiction; PARTIES right-of-way acquisition cost will be the actual cost and not based on the percent of PROJECT linear feet located within each of its jurisdiction; cost sharing for the local share acquisition to be determined; and

WHEREAS, the PROJECT will provide the following improvements: partial reconstruction roadway and add landscaped medians and left turns lanes on Livingston Avenue between the Alum Creek Trail and Kellner Road; construct shared- use paths; replace existing street lighting; upgrade storm water drainage components; replace multiple signals; and update COTA stops (the “IMPROVEMENTS”); and

WHEREAS, BEXLEY agrees to contribute to COLUMBUS the amount of \$15,356,026.00; such amount is derived by the sum of (1) \$13,688,800.00, or the total amount awarded to BEXLEY by the Mid-Ohio Regional Planning Commission for completion of the PROJECT (the “MORPC AWARD”); and (2) \$1,667,226.00 (“BEXLEY SHARE”), or 33% (the percent of the PROJECT’s linear feet located within BEXLEY) of the required local share of \$5,052,200.00, for a total contribution amount of \$15,356,026.00; and

WHEREAS, COLUMBUS will be providing the remainder of the local share of \$5,052,200.00 toward the PROJECT, which amount will be \$3,384,974.00 (“COLUMBUS SHARE”); and

WHEREAS, PROJECT construction is anticipated to commence in 2029; and

WHEREAS, Ordinance No. (INSERT NUMBER) and (Bexley Ord. #) authorized COLUMBUS to enter into

an agreement with and to accept funds from BEXLEY to support the completion of the PROJECT; and

WHEREAS, COLUMBUS agrees, following the completion of the PROJECT, to dedicate to BEXLEY its right-of-way north of the curb bordering BEXLEY via a boundary line adjustment; 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:

TERMS AND CONDITIONS

1. DEFINITIONS:

- A. “BEXLEY SHARE” means the \$1,667,226.00 portion of the CONTRIBUTION of the required local share of \$5,052,200.00, representing the percent of linear feet of the PROJECT located within BEXLEY.
- B. “COLUMBUS SHARE” means the \$3,384,974.00 portion of the required local share of \$5,052,200.00 that COLUMBUS will devote to the PROJECT, representing the percent of linear feet of the PROJECT located within COLUMBUS.
- C. “CONTRACT DOCUMENT” shall mean collectively: a) this AGREEMENT, including any and all attachments/exhibits hereto.
- D. “CONTRACTOR(S)” means the individuals, firms, partnerships, corporations, or other entity or entities contracted by COLUMBUS for the performance of the WORK described herein.
- E. “CONTRIBUTION” means the monies contributed by BEXLEY to COLUMBUS for the IMPROVEMENTS, which monies consist of the MORPC AWARD and the BEXLEY SHARE.
- F. “IMPROVEMENTS” means the infrastructure improvements identified in the AGREEMENT.
- G. “MORPC AWARD” means the \$13,688,800.00 portion of the CONTRIBUTION awarded to BEXLEY by the Mid-Ohio Regional Planning Commission.
- H. “WORK” means the design and construction of the IMPROVEMENTS.

2. GENERAL CONSIDERATION: In consideration of the promises of BEXLEY set forth herein, COLUMBUS agrees to lead and provide to BEXLEY all of the necessary information needed for BEXLEY to acquire the right-of-way in BEXLEY’s jurisdiction to complete the PROJECT and to design and construct, or cause to be designed and constructed, the IMPROVEMENTS identified in Exhibit A. COLUMBUS and its CONTRACTOR(S) shall be responsible for complying with all federal, state, and local laws. The above RECITALS are expressly incorporated into these TERMS AND CONDITIONS by reference.

3. PROCUREMENT OF SERVICES: COLUMBUS, through its Department of Public Service, reserves the exclusive right to select any CONTRACTOR(S) 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 it CONTRACTOR(S). If BEXLEY has a concern about the WORK, BEXLEY shall promptly 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 be responsible for their portion of the cost of any approved changes to the WORK.

Pursuant to the terms of the AGREEMENT, BEXLEY shall contribute \$15,356,026.00 to COLUMBUS for costs associated with the WORK delineated in Exhibit A. Payment shall be in the form of a check shall be made payable to “City Treasurer—Columbus” and delivered to:

Department of Public Service
Office of Support Services
111 Front Street, 4th Floor
Columbus, Ohio 43215
Attn: Tierra Palmer, Fiscal Manager
Project Name: Livingston Avenue Reconstruction

Payment also may be remitted electronically utilizing the instructions provided by COLUMBUS.

BEXLEY shall tender the BEXLEY SHARE of the CONTRIBUTION to COLUMBUS within thirty (30) days of executing this AGREEMENT.

BEXLEY shall tender the remainder of the CONTRIBUTION to COLUMBUS within thirty (30) days of receipt by BEXLEY of the monies from the MORPC AWARD.

COLUMBUS shall devote the COLUMBUS SHARE to the PROJECT, subject to appropriation of the COLUMBUS SHARE by the Columbus City Council.

COLUMBUS shall perform final accounting after the PROJECT has been completed and final payment has been made to the CONTRACTOR(S) (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 their 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 is responsible for the overall construction of the IMPROVEMENTS to execute a contract performance and payment bond.
8. **OTHER CONTRACTOR REQUIREMENTS:** COLUMBUS shall require the CONTRACTOR who is responsible for the overall constructions of the IMPROVEMENTS to execute a contract with standard provisions of COLUMBUS construction contracts, including, but not limited to the following: an Equal Opportunity Clause, an Income Tax Clause pursuant to Chapter 362 of the COLUMBUS Codified Ordinances, a Wage Theft Clause pursuant to Chapter 377 of the COLUMBUS Codified Ordinances, and a Campaign Contributions Clause pursuant to O.R.C. 3517.13. COLUMBUS shall further require the CONTRACTOR to provide proof of current Workers' Compensation coverage. COLUMBUS shall further require the CONTRACTOR to provide a Certificate or Certificates of Liability Insurance naming COLUMBUS and BEXLEY as additional insureds in the following amounts: for Bodily Injury Liability, \$500,000 for each person and \$1,000,000 for each accident; for Property Damage Liability, \$500,000 for each accident, and \$1,000,000 for all accidents.
9. **PUBLIC USE:** The PARTIES agree that the IMPROVEMENTS under this AGREEMENT shall be dedicated for public use.
10. **LEGAL JURISDICTION AND CHOICE OF LAW:** All claims, counterclaims, disputes, and other matters in question between BEXLEY, its agents, and employees, and COLUMBUS, its CONTRACTOR(S), 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, and under the laws of the State of Ohio.
11. **ADDITIONAL DOCUMENTATION:** The following exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:
 - 11.1 Exhibit A: Description of Work (including map of Livingston Avenue Reconstruction area)
 - 11.2 Exhibit B: Cost Estimate
12. **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.

[Signature Page Follows]

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
Director of Public Service

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS**

By: _____
Zachary M. Klein
Columbus City Attorney

Date: _____

**CITY OF BEXLEY
SERVICE DEPARTMENT**

By: _____
INSERT NAME
INSERT TITLE

Date: _____

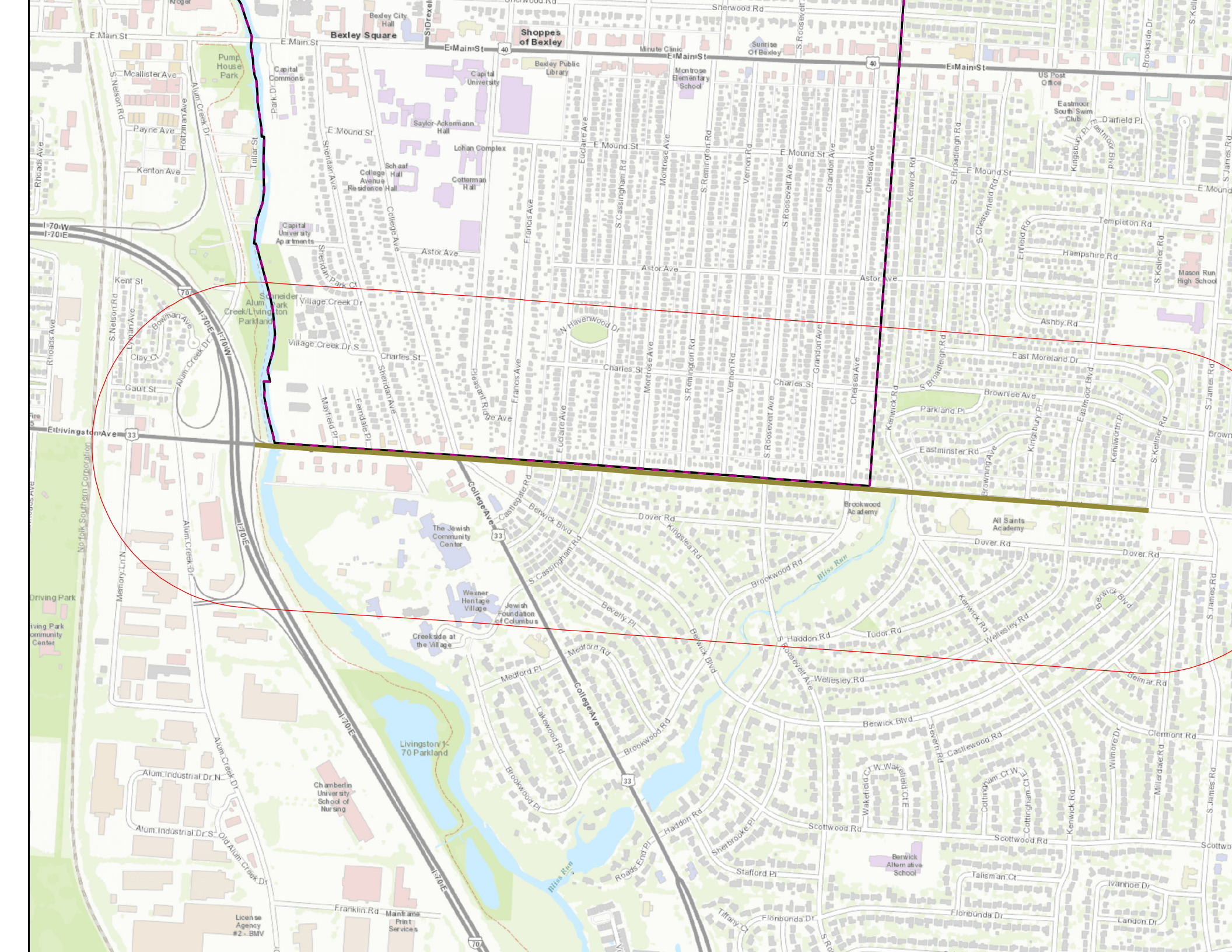
**APPROVED AS TO FORM AND
CORRECTNESS**

By: _____
Marc A. Fishel
Bexley City Attorney

Date: _____

EXHIBIT A – DESCRIPTION OF WORK

The Project will improve Livingston Avenue from the bridge over Alum Creek to Kellner Road. The Project goal is to improve safety in the corridor for all users by providing appropriate facilities for cyclists and pedestrians, and for motorists by encouraging lower speeds with medians, reduced number of through lanes, and introducing left turn lanes. The Project will reduce the number of through lanes and add landscaped medians and left turn lanes on Livingston Avenue between Francis Avenue and Kellner Road. Shared use paths will be constructed on both sides of Livingston Avenue between College Avenue and James Road. From Alum Creek Trail Scenic River Corridor to College Avenue a sidewalk will be constructed on the north side and a shared use path on the south side. The Project will include the replacement of the existing street lighting system. Improvements will be made to the storm water drainage components and include the necessary storm control practices. Three existing traffic signals will be replaced (at College Avenue, Roosevelt Avenue, and Kenwick Road).



Livingston Avenue Improvements Preliminary Opinion of Project Cost

July 14, 2022

Description	Opinion of Cost
Engineering & Design	
PE - Environmental / Preliminary Development =	\$680,000.00
PE - Detailed Design =	\$950,000.00
PE Subtotal (A) =	\$1,630,000.00
Right-of-Way	
Right-of-Way Acquisition Services =	\$840,000.00
Purchase of Right-of-Way =	\$1,344,000.00
Reimbursable Relocation of Private Utilities =	\$50,000.00
Right-of-Way Subtotal (B) =	\$2,234,000.00
Construction	
Roadway Subtotal =	\$1,204,000.00
Pavement Subtotal =	\$2,085,000.00
Maintenance of Traffic (Livingston Avenue) Subtotal =	\$338,000.00
Drainage Subtotal =	\$2,714,000.00
Sediment & Erosion Control Subtotal =	\$235,000.00
Water Works Subtotal =	\$241,000.00
Traffic Control Subtotal =	\$242,000.00
Traffic Signal Subtotal =	\$1,418,000.00
Lighting Subtotal =	\$880,000.00
Structures Subtotal =	\$275,000.00
Landscaping Subtotal =	\$304,000.00
Miscellaneous Subtotal =	\$467,000.00
2022 Construction Subtotal =	\$10,403,000.00
Contingency (30%) =	\$3,121,000.00
2022 Construction Subtotal with Contingency =	\$13,524,000.00
Construction Engineering (10%) =	\$1,353,000.00
2022 Estimated Construction Subtotal (C) =	\$14,877,000.00
Opinion of Total Project Cost (A+B+C) =	\$18,741,000.00

Notes

See included Statement of Assumptions and Clarifications

Pricing reflects probable construction costs obtainable in the project locality on the date of this statement of probable costs. Unit rates have been obtained from historical records and/or discussion with contractors. The unit rates reflect current bid costs in the area. This opinion is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors and general contractors. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since EMH&T has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, the statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents EMH&T's best judgment as a consultant familiar with the construction industry. EMH&T does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

Livingston Avenue Improvements

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	TOTAL EXTENDED PRICE
Roadway					
201	1	L. Sum	Clearing and Grubbing	\$ 35,000.00	\$ 35,000
202	500	Ft	Pipe Removed, 24" and Under	\$ 30.00	\$ 15,000
202	2,560	Sq Yd	Pavement Removed, Concrete	\$ 12.00	\$ 30,720
202	57,600	Sq Ft	Walk Removed	\$ 3.00	\$ 172,800
202	11,000	Ft	Curb Removed	\$ 4.00	\$ 44,000
202	3,450	Ft	Curb and Gutter Removed	\$ 10.00	\$ 34,500
202	8	Each	Commercial Sign Removed	\$ 5,000.00	\$ 40,000
203	4,800	Cu Yd	Excavation	\$ 30.00	\$ 144,000
203	4,600	Cu Yd	Embankment	\$ 20.00	\$ 92,000
204	2,990	Sq Yd	Subgrade Compaction	\$ 3.00	\$ 8,970
204	11	Hour	Proof Rolling	\$ 225.00	\$ 2,475
204	17,540	Sq Yd	Subgrade Compaction (SUP)	\$ 3.00	\$ 52,620
204*	1,720	Cu Yd	Undercutting and Disposal of Unsuitable Materials (24" for 25%)	\$ 20.00	\$ 34,400
204*	1,720	Cu Yd	Granular Material, Type B	\$ 45.00	\$ 77,400
204*	5,140	Sq Yd	Geotextile Fabric Type D	\$ 3.50	\$ 17,990
608	3,500	Sq Ft	Concrete Walk (T=4")	\$ 8.00	\$ 28,000
608	11,200	Sq Ft	Concrete Walk (T=8")	\$ 10.00	\$ 112,000
608	112	Each	Curb Ramp, Cost to Finish	\$ 750.00	\$ 84,000
608	2,240	Sq Ft	Detectable Warning	\$ 30.00	\$ 67,200
Special	1	L. Sum	Roadway Miscellaneous	\$ 110,000.00	\$ 110,000
				Roadway Subtotal =	\$ 1,204,000
Pavement					
254	32,620	Sq Yd	Pavement Planing (T=1.25")	\$ 3.50	\$ 114,170
259	1600	Cu Yd	Driveway Pavement Replacement, Type IIIA	\$ 250.00	\$ 400,000
259	450	Cu Yd	Pavement Replacement, Type I	\$ 300.00	\$ 135,000
304	2,680	Cu Yd	Aggregate Base (SUP)	\$ 60.00	\$ 160,800
407	2,780	Gal	Non-Tracking Tack Coat (0.085 Gal/SY) (For Resurfacing)	\$ 6.00	\$ 16,680
407	810	Gal	Non-Tracking Tack Coat (0.055 Gal/SY) (SUP)	\$ 6.00	\$ 4,860
441	720	Cu Yd	Asphalt Concrete, Intermediate Course, Type 2, (448), PG64-22 (SUP)	\$ 155.00	\$ 111,600
441	1,140	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG64-22 (For Resurfacing)	\$ 185.00	\$ 210,900
441	510	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG64-22 (SUP)	\$ 230.00	\$ 117,300
452	2,100	Sq Yd	Non-Reinforced Concrete Pavement (T=6")	\$ 65.00	\$ 136,500
452	1,700	Sq Yd	Non-Reinforced Concrete Pavement (T=8")	\$ 75.00	\$ 127,500
609	18,200	Ft	Curb, Straight 18"	\$ 20.00	\$ 364,000
609	3,450	Ft	Combination Curb and Gutter	\$ 25.00	\$ 86,250
Special	1	L. Sum	Pavement Miscellaneous	\$ 99,300.00	\$ 99,300
				Pavement Subtotal =	\$ 2,085,000
Maintenance of Traffic (Livingston Avenue)					
614	1	LS	Maintaining Traffic, As Per Plan	\$ 300,000.00	\$ 300,000.00
614	1	EA	Detour Signing	\$ 5,000.00	\$ 5,000.00
614	20	Hours	Law Enforcement Officer W/Patrol Car	\$ 60.00	\$ 1,200.00
Special	1	L. Sum	Maintenance of Traffic Miscellaneous	\$ 31,000.00	\$ 31,000
				Maintenance of Traffic (Livingston Avenue) Subtotal =	\$ 338,000
Drainage					
602	1	Cu Yd	Concrete Masonry	\$ 3,000.00	\$ 3,000
604	100	Each	Inlets, (AA-S125A)	\$ 3,500.00	\$ 350,000
604	2	Each	Catch Basin (AA-S133A)	\$ 2,500.00	\$ 5,000
604	100	Each	Manholes, Type C (AA-S102)	\$ 4,500.00	\$ 450,000
604	40	Each	Inlet Adjusted to Grade	\$ 1,500.00	\$ 60,000
604	5	Each	Catch Basin Adjusted to Grade	\$ 1,500.00	\$ 7,500
605	11,000	Ft	4" Pipe Underdrain	\$ 9.00	\$ 99,000
901	1,500	Ft	12 Inch Storm Pipe, With Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 80.00	\$ 120,000
901	500	Ft	18 Inch Storm Pipe, With Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 120.00	\$ 60,000
Special	1	L. Sum	Allowance for Post-Construction Stormwater Management	\$1,430,000.00	\$ 1,430,000
Special	1	L. Sum	Drainage Miscellaneous	\$ 129,000.00	\$ 129,000
				Drainage Subtotal =	\$ 2,714,000

Livingston Avenue Improvements

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	TOTAL EXTENDED PRICE
Sediment & Erosion Control					
207	14,000	Sq Yd	Construction Seeding and Mulching	\$ 1.00	\$ 14,000
207	1,800	Ft	Perimeter Filter Fabric Fence	\$ 4.00	\$ 7,200
207	147	Each	Inlet Protection	\$ 125.00	\$ 18,375
659	3,200	Cu Yd	Topsoil, As Per Plan (T=4")	\$ 40.00	\$ 128,000
659	2.62	Ton	Commercial Fertilizer	\$ 800.00	\$ 2,096
659	28,000	Sq Yd	Seeding and Mulching	\$ 1.25	\$ 35,000
659	160	M Gal	Water	\$ 35.00	\$ 5,600
Special	1	Each	Concrete Washout Area	\$ 3,000.00	\$ 3,000
Special	1	L. Sum	Sediment & Erosion Control Miscellaneous	\$ 21,000.00	\$ 21,000
				Sediment & Erosion Control Subtotal = \$ 235,000	
Water Works					
807	150	Each	Curb Boxes Adjusted to Grade	\$ 700.00	\$ 105,000
809	17	Each	Fire Hydrant, Relocated	\$ 6,500.00	\$ 110,500
Special	1	L. Sum	Water Works Miscellaneous	\$ 25,000.00	\$ 25,000
				Water Works Subtotal = \$ 241,000	
Traffic Control					
Special	1	Each	Signing Misc.: RRFB Sign System (Livingston Avenue and Kinsbury Road)	\$ 30,000.00	\$ 30,000
Special	1	L. Sum	Traffic Control Improvements (Pavement Markings, Sign Removal and Replacement, etc.)	\$ 200,000.00	\$ 200,000
Special	1	L. Sum	Traffic Control Miscellaneous	\$ 12,000.00	\$ 12,000
				Traffic Control Subtotal = \$ 242,000	
Traffic Signal					
Special	1	L. Sum	Signal Replacement (Livingston Avenue and College Avenue)	\$ 450,000.00	\$ 450,000
Special	1	L. Sum	Signal Replacement (Livingston Avenue and Roosevelt Avenue)	\$ 450,000.00	\$ 450,000
Special	1	L. Sum	Signal Replacement (Livingston Avenue and Kenwick Road)	\$ 450,000.00	\$ 450,000
Special	1	L. Sum	Traffic Signal Miscellaneous	\$ 68,000.00	\$ 68,000
				Traffic Signal Subtotal = \$ 1,418,000	
Lighting					
Special	1	L. Sum	Street Lighting	\$ 800,000.00	\$ 800,000.00
Special	1	L. Sum	Lighting Miscellaneous	\$ 80,000.00	\$ 80,000.00
				Lighting Subtotal = \$ 880,000	
Structures					
Special	1	L. Sum	Alum Creek Bridge Modifications for Increased Sidewalk Width (South Side Only)	\$ 250,000.00	\$ 250,000.00
Special	1	L. Sum	Structures Miscellaneous	\$ 25,000.00	\$ 25,000
				Structures Subtotal = \$ 275,000	
Landscaping					
661	380	Each	Street Trees (median areas)	\$ 800.00	\$ 304,000
				Landscaping Subtotal = \$ 304,000	
Miscellaneous					
108	1	L. Sum	CPM Progress Schedule	\$ 7,500.00	\$ 7,500
619	12	Mnth	Field Office	\$ 2,800.00	\$ 33,600
623	1	L. Sum	Construction Layout Stakes	\$ 25,000.00	\$ 25,000
624	1	L. Sum	Mobilization	\$ 400,000.00	\$ 400,000
				Miscellaneous Subtotal = \$ 467,000	
* Denotes Contingency					

Construction Total = \$ 10,403,000

Livingston Avenue Improvements Right-of-Way and Easement Acquisition Cost Opinion

Parcel	Owner	Type	Total Acres	Land Value	Improvement Value	Total Value	Land Value per Acre	Total Value per Acre	Area to be Acquired (SF)	Area to be Acquired (Acres)	Value Factor	Relocation Fee	Damages	Subtotal	Notes	
010-087508	Board of Park Commissioners of Columbus & Franklin County Metro Park District	SH	2.27	\$5,300	\$0	\$5,300	\$2,331	\$2,331	3,425	0.079	100%			\$200		
010-004455	Talin Properties LLP	WD	1.10	\$162,900	\$68,100	\$231,000	\$148,361	\$210,383	413	0.010	100%			\$1,500		
010-192905	Restaurant Developers Corp	WD	0.59	\$217,100	\$200,900	\$418,000	\$369,847	\$712,095	220	0.006	100%			\$2,300		
010-047197	NoFa Oil Inc	WD	1.11	\$398,800	\$266,800	\$665,600	\$358,633	\$598,561	405	0.010	100%			\$3,600		
010011624	G-Made Inc	WD	0.63	\$230,600	\$500,900	\$731,500	\$367,197	\$1,164,809	1,075	0.025	100%			\$9,200		
010011301	Graces Corner Bex-Livingston LLC	WD	0.57	\$209,300	\$175,700	\$385,000	\$365,271	\$671,902	995	0.023	100%			\$8,500		
010034190	Wendys Properties LLC	WD	0.58	\$213,000	\$339,100	\$552,100	\$365,979	\$948,625	895	0.021	100%			\$7,700		
010004791	Authentic Resources LLC	WD	0.58	\$213,800	\$644,300	\$858,100	\$367,354	\$1,474,399	867	0.020	100%			\$7,400		
010004419	Real Estate Investments, INC	WD	1.60	\$370,800	\$1,389,200	\$1,760,000	\$231,172	\$1,097,257	1835	0.043	100%	\$ 40,000		\$50,000	5 parking spaces	
010004462	C S Prince LLC	WD	0.58	\$99,700	\$120,200	\$219,900	\$173,391	\$382,435	1090	0.026	100%			\$4,600		
010088060	McLaughlin Land Holdings	WD	0.98	\$392,600	\$204,700	\$597,300	\$402,667	\$612,615	2230	0.052	100%			\$21,000		
020003064	Brazors Automotive	WD	0.50	\$159,900	\$311,700	\$471,600	\$319,800	\$943,200	1560	0.036	100%	\$ 50,000		\$61,600	sign + 6 parking spaces	
020003067	Sally A Woodyard	WD	0.20	\$49,300	\$9,200	\$58,500	\$246,500	\$292,500	560	0.013	100%			\$3,300		
020003537	Sally A Woodyard	WD	0.18	\$72,000	\$210,600	\$282,600	\$400,000	\$1,570,000	540	0.013	100%			\$5,200		
020003539	Sally A Woodyard	WD	0.18	\$46,800	\$3,500	\$50,300	\$260,000	\$279,444	515	0.012	100%	\$ 10,000		\$13,200	sign	
020003066	Sally A Woodyard	WD	0.18	\$45,900	\$499,300	\$545,200	\$255,000	\$3,028,889	525	0.013	100%			\$3,400		
010088063	2295 East Livingston	WD	0.87	\$248,800	\$301,300	\$550,100	\$285,977	\$632,299	2600	0.060	100%			\$17,200		
020004491	Emro Marketing Co	WD	0.49	\$170,800	\$164,700	\$335,500	\$348,571	\$684,694	752	0.018	100%	\$ 15,000		\$21,300	sign	
020003499	Shear Family LLC	WD	0.21	\$55,400	\$264,600	\$320,000	\$263,810	\$1,523,810	350	0.009	100%			\$2,400		
020004497	Liu Ji	WD	0.46	\$138,600	\$389,400	\$528,000	\$301,304	\$1,147,826	800	0.019	100%	\$ 20,000		\$25,800	2 parking spaces + sign	
020000351	Gray Gables Realty LLC	WD	0.28	\$83,500	\$112,000	\$195,500	\$298,214	\$698,214	600	0.014	100%	\$ 10,000		\$14,200	sign	
020003783	Deans Real Estate LLC	WD	0.39	\$122,200	\$102,100	\$224,300	\$313,333	\$575,128	640	0.015	100%	\$ 15,000		\$19,700	2 parking spaces	
020003786	Kimbler Holdings LLC	WD	0.63	\$226,800	\$135,500	\$362,300	\$360,000	\$575,079	1365	0.032	100%	\$ 10,000		\$21,600	sign	
Various	5141 Noor Property LLC	WD	0.27	\$85,500	\$0	\$85,500	\$316,667	\$316,667	920	0.022	100%	\$ 10,000		\$17,000	sign	
020004851	Tim donut U S Limited Inc	WD	0.57	\$286,300	\$241,800	\$528,100	\$502,281	\$926,491	400	0.010	100%			\$5,100		
Various	Residential Property Right of Way Acquisition (46 +/-)	WD	7.36	\$3,130,760	Varies	Varies	\$425,375		28060	0.645	100%			\$274,400		
Various	Temporary Easements (North Side)	Temp	Various	Various	Various	Various	\$300,000	Various	65000	1.493	25%	\$ 50,000		\$162,000		
Various	Temporary Easements (South Side)	Temp	Various	Various	Various	Various	\$300,001	Various	32500	0.747	25%	\$ 25,000		\$81,100		
														Total	\$865,000	
														Administrative Adjustment	\$156,000	
														Appropriation Adjustment	\$130,000	
														Incidental Adjustment	\$20,000	
														Contingency (20%)	\$173,000	
														Acquisition Services	\$84,000	
														Grand Total	\$2,184,000	