

ORDINANCE NO. 05-24

By: Jessica Saad

To authorize the Mayor and City Auditor to accept funding and enter into an agreement with the Mid-Ohio Regional Planning Commission pertaining to the Livingston Avenue Reconstruction Capital Improvement Project and to enter into a Capital Improvement Project Intergovernmental and Contribution Agreement with the City of Columbus relative to the Project; to authorize the City Auditor to appropriate funds received from MORPC for the Project including providing funding to the City of Columbus in their administration of the Project; to establish auditor certificates as needed and requested for the Project; and to, as necessary, authorize the Auditor to receive any unspent balance of funding deposited by Bexley to the City of Columbus for the Project

WHEREAS, Bexley has been awarded \$13,688,800 in grant funding from the Mid-Ohio Regional Planning Commission ("MORPC"), through their Attributable Funds program, for the completion of the Livingston Avenue Reconstruction Project (the "Project"); and

WHEREAS, The Cities of Bexley and Columbus have a long-standing collaborative relationship to facilitate the design, construction, and maintenance of capital improvements benefiting or spanning both jurisdictions. The corporate boundary between the City of Columbus and Bexley for the Project is located east of S. Gould Road. As part of the aforementioned Project, the Columbus and Bexley have agreed to the following improvements: partial reconstruction of the roadway; the addition of landscaped medians and left turns lanes on Livingston Avenue between Alum Creek Trail and Kellner Road; the construction of shared-use paths; the replacement of existing street lighting; the upgrade of storm water drainage components; the replacement of multiple signals; and the update of COTA stops. Bexley has agreed that the City of Columbus will manage the design and construction aspects of the Project; and

WHEREAS, The overall funding required for the project, based upon current estimates, is the sum of: 1) \$13,688,800, or the total amount awarded to Bexley by the Mid-Ohio Regional Planning Commission for completion of the Project; 2) \$1,667,226, which is Bexley's portion of the Project match based upon a 33% proportional share of the required local share of \$5,052,200; and 3) \$3,368,133, which is Columbus' proportional share of the required local share of \$5,052,200; and

WHEREAS, this ordinance authorizes the Mayor to enter into agreements with and to provide funding to the City of Columbus ("Columbus") to support the completion of the Project. It also authorizes the Auditor's Office to appropriate funds received from the Mid-Ohio Regional Planning Commission to provide funding to the City of Columbus to be spent on construction, construction administration, and construction inspection expenses for the Project;

**CAPITAL IMPROVEMENT PROJECT
INTERGOVERNMENTAL AND CONTRIBUTION AGREEMENT
BETWEEN
THE CITY OF COLUMBUS
AND
THE CITY OF BEXLEY
FOR
LIVINGSTON AVENUE RECONSTRUCTION
CAPITAL IMPROVEMENT PROJECT # P531081-100000**

This Intergovernmental and Contribution Agreement (the “AGREEMENT”), authorized pursuant to Ordinance No. 3169-2023, passed 12/11/2023, and Ordinance No. 05-24, passed 02/27/2024, is made and entered into this _____ day of _____ 2024 (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 Interim 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 Kenwick 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 to 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. 3169-2023 and Bexley Ord. #05-24 authorized COLUMBUS to enter into an

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.

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: _____
Kelly B. Scocco
Interim 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: *Alex Behr* *Service Director*

Date: 3-12-24

**APPROVED AS TO FORM AND
CORRECTNESS**

By: *M. A. Fishel*
Marc A. Fishel
Bexley City Attorney

Date: 3/12/24



Hill
Barley Square

Shoppers of Baxley

Sunrise
Old Bakery

US Post
Office

Brookside
Green

Capital University Apartments

The Jewish Community Centre

Brookwood Red Army

Chorlton University School of Nursing

Leazes
Asphalt
#2 - 251V

Far King Rd
Handy
Paint
Services

Albion
Primary
School

Collingtree
Primary
School

Collingtree
Primary
School

Collingtree
Primary
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Young Park
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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 Waming	\$ 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	1,600	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