

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

04-15

Resolution No. _____

Passed _____

, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO PROVIDE FOR PAYMENT OF THE AGREED PORTION OF THE COSTS OF THE I-270/US 33 INTERCHANGE PROJECT

WHEREAS, on August 25, 2014, the City of Dublin approved Resolution 77-14 proposing cooperation with the Director of Transportation for the I-270/US 33 Interchange Project; and

WHEREAS, the City of Dublin agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal aid and State 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

WHEREAS, the City's share of the project is now estimated in the amount of Thirty Four Million Eight Hundred Eighty Four Thousand Four Hundred Fifty and 00/100 dollars (\$34,884,450.00) less State Infrastructure Bank (SIB) Loan in the amount of Thirty Four Million Eight Hundred Eighty Four Thousand Four Hundred Fifty and 00/100 dollars (\$34,884,450.00) leaving the balance due in the amount of Zero and 00/100 dollars (\$0.00); therefore, the City will not be required to deposit any funds at this time; and

WHEREAS, the City's ultimate share of the cost will be determined when final actual costs and allocations are determined; and

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 I-270/US 33 Interchange and has transmitted copies of the same to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of its elected members concurring, that:

Section 1. The City hereby requests the Director of Transportation to proceed with the I-270/US 33 Interchange improvement.

Section 2. The City enters into a contract with the State of Ohio and that the City Manager be, and hereby is authorized to execute said contract for improving the I-270/US 33 Interchange.

Section 3. The City transmits to the Director of Transportation a fully executed copy of this Resolution.

Section 4. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2015.

Mayor - Presiding Officer

ATTEST:

Clerk of Council



To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager *MIG*

Date: December 31, 2014

Initiated By: Angel L. Mumma, Director of Finance
Megan O'Callaghan, Director of Public Service

Re: Resolution 04-15 – Authorizing a Contract with ODOT for the I-270/US 33 Interchange Improvement Project

Background

On August 25, 2014, City Council approved Resolution 77-14, which granted consent and cooperation with ODOT for the construction of the I-270/US 33 Interchange Upgrade, Phase I (a copy of the Resolution and staff memo is attached for reference). In summary, that resolution outlined five key City responsibilities:

1. To finance the portion of the preliminary engineering environmental phase of the I-270/US 33 Interchange up to a maximum of \$3,175,890
2. To finance the portion of the preliminary engineering detailed design phase of the I-270/US 33 Interchange up to a maximum of \$2,044,008
3. To finance the portion of the right of way phase of the I-270/US 33 Interchange up to a maximum of \$3,500,000
4. To finance the portion of the reconstruction of the base I-270/US 33 Interchange up to a maximum of \$33,000,000
 - a. \$25,000,000 of this \$33,000,000 will be funded by the Mid-Ohio Regional Planning Commission (MORPC), pursuant to Resolution T-18-13, with funding available after SFY 2017.
 - b. \$8,000,000 of this \$33,000,000 will be funded by Dublin
5. To contribute 100% of the total costs of the features, which are not necessary for the interchange to function for its intended use, along with the inspection costs of these items.

Summary

ODOT is now requiring a final resolution authorizing the City Manager to execute a contract between the City and ODOT. While this contract sets forth the same provisions as those outlined above, it does provide more specifics, based on current estimates for the City's share of the construction costs. Specifically, it identifies that the City's share of the project is currently estimated at \$34,884,450, which will be funded through a State Infrastructure Bank (SIB) loan. Of this total, Dublin bears 100% of the cost of the improvement less the amount of Federal aid and State funds set aside by the Director of Transportation (this is the \$25 million that represents MORPC's share).

ODOT is currently advertising the Phase 1 Interchange Upgrade project, with the bid opening scheduled for February 10, 2015. As such, ODOT has requested that the contract be executed and returned to their office by January 23, 2015. Construction remains on schedule to begin in March 2015.

Memo re. Res. 04-15 – Contract with ODOT
December 31, 2014
Page 2 of 2

ODOT contracted for tree removal services to occur in advance of the Phase I Interchange Upgrade project construction. The contractor plans to begin tree removal activities on January 5, 2015 and has 45 calendar days to complete the work.

Recommendation

Staff recommends that Council approve Resolution 04-15 at the January 5, 2015 Council meeting.

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Dayton Legal Blank, Inc., Form No. 30045

77-14

Resolution No. _____

Passed _____

, 20____

A RESOLUTION GRANTING CONSENT AND COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE I-270/US 33 INTERCHANGE UPGRADE, PHASE 1

WHEREAS, the City of Dublin desires to improve traffic safety, operations, and efficiencies of I-270 and US 33 and the interchange where these two facilities meet; and

WHEREAS, the City and ODOT have identified the need to update the I-270/US 33 Interchange so that the capacity of the interchange keeps pace with the demands generated by economic development efforts in Dublin; and

WHEREAS, the Dublin Community Plan promotes working cooperatively with surrounding jurisdictions to promote regional transportation planning and programming; and

WHEREAS, the City of Dublin and ODOT have agreed to cooperatively construct the identified transportation improvement project; and

WHEREAS, this project will complete the reconstruction of the FRA-270 at US 33/SR 161 interchange to include widening US 33 to four lanes in each direction between Avery-Muirfield Road and I-270 to remove the eastbound US33 to northbound I-270 loop ramp and the westbound US 33 to southbound I-270 loop ramp, to construct a new eastbound US 33 to northbound I-270 ramp and a new westbound US 33 to southbound I-270 ramp, which includes six new bridges; and

WHEREAS, the City of Dublin hereby agrees to cooperate with the Director of ODOT in the design and construction of the identified highway improvement project and grants consent to ODOT for its development of the project in accordance with plans, specifications, and estimates as approved by the Director.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, 7 of its elected members concurring, that:

Section 1. The City hereby gives consent to the Director of ODOT to complete the above-described project.

Section 2. The City hereby agrees to cooperate with the Director of ODOT in the above-described project as follows:

1. To finance the portion of the preliminary engineering environmental phase of the US33/IR270 interchange up to a maximum of \$3,175,890.
2. To finance the portion of the preliminary engineering detailed design phase of the US33/IR270 interchange up to a maximum of \$2,044,008.
3. To finance the portion of the right of way phase or the US33/IR270 interchange up to a maximum of \$3,500,000.
4. To finance the portion of the reconstruction of the base US33/ IR270 interchange up to a maximum of \$33,000,000.

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77-14

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Resolution No. _____ Passed _____, 20____

a. \$25,000,000 of this \$33,000,000 will be funded by the Mid-Ohio Regional Planning Commission (MORPC), pursuant to Resolution T-18-13, with funding available after SFY 2017.

b. \$8,000,000 of this \$33,000,000 will be funded by Dublin.

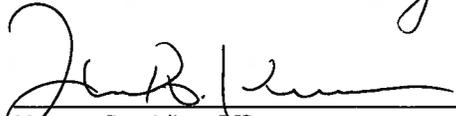
5. To contribute 100% of the total costs of the features, which are not necessary for the interchange to function for its intended use, including landscaping (e.g. perennials, trees, irrigation system, brick masonry, concrete walk, etc.), aesthetic improvements (e.g. guardrail painting, etc.), and construction inspection costs on these items.

Section 3. The City agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The City also understands that right-of-way costs include eligible utility costs.

Section 4. The City hereby agrees that upon completion of the described Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this 25th day of August, 2014.



Mayor - Presiding Officer

ATTEST:



Clerk of Council



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager *MIG*

Date: August 21, 2014

Initiated By: Angel Mumma, Director of Finance

Megan O'Callaghan, Director of Public Service

Re: Resolution 77-14 - Granting Consent and Cooperation with the Ohio Department of Transportation for the Construction of the I-270/US 33 Interchange Upgrade, Phase 1

Background

The Ohio Department of Transportation (ODOT) is leading the design and construction of the I-270/U.S. 33 Interchange project. CH2M Hill is the design consultant for the project. The transportation improvements will be constructed in two phases.

Phase 1:

The first construction phase is shown on the following page in Figure 1 and includes the following improvements:

- The loop ramps in the northwest and southeast quadrants will be eliminated. The new ramps replacing these movements will pass over I-270 south of US 33, and pass under US 33 east of I-270. New bridges will be installed at these locations.
- The southbound I-270 to westbound US 33 movement will be split into two ramps, one for drivers exiting onto Avery-Muirfield Drive and one for drivers continuing west on US 33 beyond Avery-Muirfield Drive.
- US 33 will be widened to four lanes in each direction between Avery-Muirfield Drive and I-270.
- A traffic signal will be introduced for northbound I-270 to eastbound US 33. The signal will assign right-of-way between this movement and the eastbound US 33 through movement.

Dublin staff has been working closely with ODOT to finalize the construction plans in preparation for the bidding of this project. ODOT distributed the final draft of the construction plans for review and comment on June 4, 2014 with comments due on July 8. Dublin staff performed a comprehensive review of the draft plans and provided extensive comments to the ODOT on July 8. ODOT is in the process of addressing the comments. ODOT plans on bidding a tree removal contract on October 30, 2014 with activities expected to begin in December of 2014. The scope of this tree removal contract is to clear 3" diameter and above trees and other necessary clearing and grubbing of trees, shrubs, and brush within the project limits prior to the start of Phase 1 of the interchange improvements.

infrastructure. In case at hand, such features include the landscaping and other aesthetic items such as guardrail painting. Staff has been negotiating the specific items of work associated with these aesthetic features with the ODOT. It is anticipated that the additional aesthetic costs that the City will be responsible for will total approximately \$1.9 million. We do not expect any additional cost for the artwork component.

Recommendation

ODOT requires local public agencies to provide what it refers to as "Preliminary Legislation" indicating in general terms the governing body agrees to participate in the project prior to bidding a project. Staff has been working with ODOT to draft a resolution to memorialize the funding scenario and commitments of Dublin and ODOT as it relates to the interchange improvements.

Staff recommends approval of Resolution 77-14 Granting Consent and Cooperation with the Ohio Department of Transportation for the Construction of the I-270/US 33 Interchange Upgrade, Phase 1 at the August 25, 2014 Council meeting.

ODOT will also require what it refers to as "Final Legislation" and construction funding in late December or early January prior to the Phase 1 bid opening.

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04-15

Resolution No. _____

Passed _____

, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO PROVIDE FOR PAYMENT OF THE AGREED PORTION OF THE COSTS OF THE I-270/US 33 INTERCHANGE PROJECT

WHEREAS, on August 25, 2014, the City of Dublin approved Resolution 77-14 proposing cooperation with the Director of Transportation for the I-270/US 33 Interchange Project; and

WHEREAS, the City of Dublin agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal aid and State 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

WHEREAS, the City's share of the project is now estimated in the amount of Thirty Four Million Eight Hundred Eighty Four Thousand Four Hundred Fifty and 00/100 dollars (\$34,884,450.00) less State Infrastructure Bank (SIB) Loan in the amount of Thirty Four Million Eight Hundred Eighty Four Thousand Four Hundred Fifty and 00/100 dollars (\$34,884,450.00) leaving the balance due in the amount of Zero and 00/100 dollars (\$0.00); therefore, the City will not be required to deposit any funds at this time; and

WHEREAS, the City's ultimate share of the cost will be determined when final actual costs and allocations are determined; and

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 I-270/US 33 Interchange and has transmitted copies of the same to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of its elected members concurring, that:

Section 1. The City hereby requests the Director of Transportation to proceed with the I-270/US 33 Interchange improvement.

Section 2. The City enters into a contract with the State of Ohio and that the City Manager be, and hereby is authorized to execute said contract for improving the I-270/US 33 Interchange.

Section 3. The City transmits to the Director of Transportation a fully executed copy of this Resolution.

Section 4. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2015.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

Project No. _____ PID No. 88310
(2015)

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 City of Dublin, (hereinafter referred to as the Legislative Authority or Local Public Agency (LPA)).

WITNESSTH:

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 completing the reconstruction of the FRA-270 at US 33/SR 161 interchange, lying within the City of Dublin; 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 **Thirty Four Million Eight Hundred Eighty Four Thousand Four Hundred Fifty and - - - - 00/100 Dollars (\$34,884,450.00) less SIB Loan in the amount of Thirty Four Million Eight Hundred Eighty Four Thousand Four Hundred Fifty and - - - - 00/100 Dollars (\$34,884,450.00) leaving the balance due in the amount of Zero and - - - - 00/100 Dollars (\$0.00)**, therefore, the City 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 City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid and State 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.
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.

SECTION VI: 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 VII: 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 for the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
- 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 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

City of Dublin
5200 Emerald Parkway
Dublin, Ohio
43017-1090

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**

**LOCAL PUBLIC AGENCY
City of Dublin**

Director of Transportation

City Manager

Date

Date

Approved:
Mike Dewine
Attorney General

By: _____
Stephen H. Johnson
Chief, Transportation

Date: _____