



**To:** Members of Dublin City Council

**From:** Dana L. McDaniel, City Manager

**Date:** July 21, 2020

**Initiated By:** Megan D. O'Callaghan, P.E., Deputy City Manager/Chief Operating Officer  
Robert J. Taylor, P.E., Infrastructure Asset Management Engineer

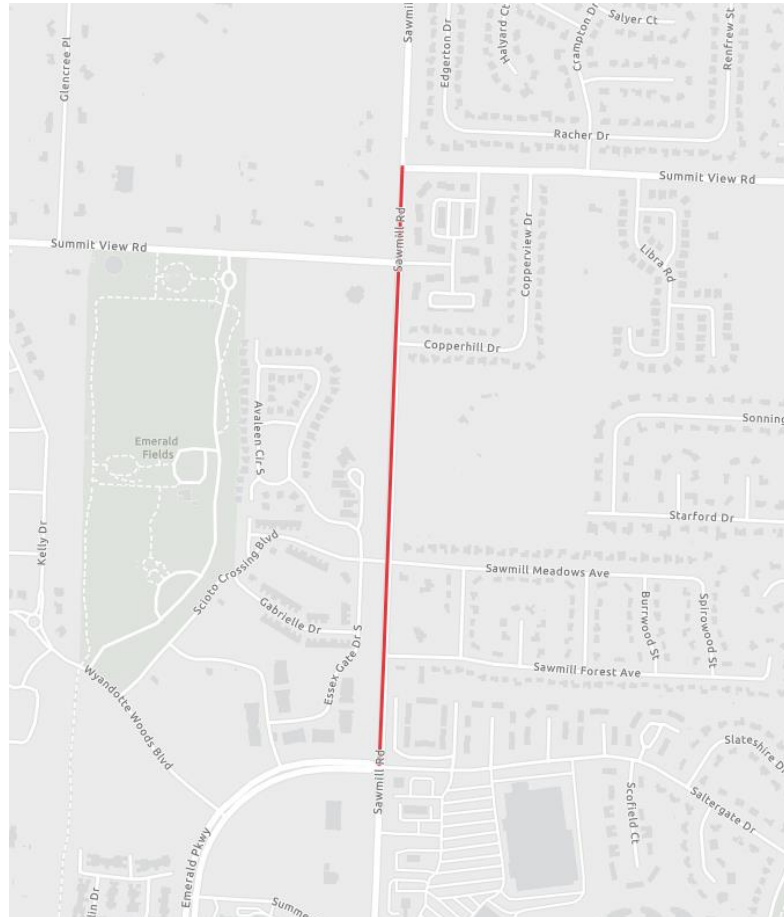
**Re: Resolution No. 38-20 – Authorizing the City Manager to Enter into an Agreement with the City of Columbus for Columbus Resurfacing Project 530282-912020 within the City of Dublin's Jurisdiction**

## Summary

The City of Columbus is undertaking a programmed capital improvement project on Sawmill Road between the Emerald Parkway/Saltergate Drive intersection and Summit View Road (east) which includes roadway resurfacing, curb repair, and pavement markings. A portion of the Columbus resurfacing project is within the current City of Dublin corporation limits and therefore an agreement is necessary for Dublin's participation in the project.

In accordance with separate legislation presented at this Council meeting, an adjustment to the boundary line between the City of Dublin and the City of Columbus along the Sawmill Road corridor will occur in the near future. As a result, any future resurfacing of Sawmill Road will not require Dublin's participation. Dublin's participation in this agreement will provide for the improvement of Sawmill Road, thereby bringing the roadway up to an acceptable condition so it may be transferred to the City of Columbus.

The estimated participation for the City of Dublin is \$98,740.05 including a 5% contingency and 9% inspection cost for curb repair and minor pavement work. The total estimated cost of the project is \$605,261.88. The Dublin portion of this project will be from the budgeted funds for the annual Street Maintenance Program in the 2020-2024 Capital Improvement Program (CIP) which is \$6,300,000 programmed in account AT201, Annual Street Maintenance Program.



Sawmill Road Resurfacing Limits

**Recommendation**

Staff recommends approval of Resolution No. 38-20, authorizing the City Manager to enter into an Agreement with the City of Columbus for Columbus Resurfacing Project 530282-912020 within the City of Dublin’s jurisdiction, to bring the roadway up to an acceptable condition so the permanent maintenance responsibility may be transferred to the City of Columbus.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 38-20 Passed \_\_\_\_\_, 20\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
ENTER INTO AN AGREEMENT WITH THE CITY OF  
COLUMBUS FOR COLUMBUS RESURFACING PROJECT  
530282-912020 WITHIN THE CITY OF DUBLIN'S  
JURISDICTION**

**WHEREAS**, The City of Columbus is undertaking a capital improvement project on Sawmill Road between Saltergate Drive and Summit View Road which includes roadway resurfacing, curb repair, and pavement markings; and

**WHEREAS**, a portion of the proposed public improvements are within the current corporate limits of Dublin; and

**WHEREAS**, Dublin has agreed to support the completion of those improvements located within its jurisdiction; and

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

**WHEREAS**, it is necessary for both parties to enter into this agreement to facilitate the construction thereof; and

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

**Section 1.** The City Manager is hereby authorized to enter into an agreement with the City of Columbus for Columbus resurfacing project 530282-912020 within the City of Dublin's jurisdiction, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

**Section 2.** The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Reimbursement Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

**Section 3.** That this Resolution shall take effect and be in force on the earliest date permitted by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

**CAPITAL IMPROVEMENTS PROJECT CONTRIBUTION AGREEMENT  
BETWEEN  
THE CITY OF COLUMBUS  
AND  
THE CITY OF DUBLIN  
FOR  
RESURFACING – 20120 PROJECT 1  
CAPITAL IMPROVEMENT PROJECT 530282-912020**

This Contribution Agreement (the “AGREEMENT”), pursuant to Ordinance No. 2845-2019, passed November 18, 2019, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Columbus, Ohio, acting through its Director of Public Service, hereinafter designated as COLUMBUS, and the City of Dublin, hereinafter designated DUBLIN, collectively known as the PARTIES; and

**WHEREAS**, COLUMBUS is undertaking a capital improvement project culminating in the repair of various arterial streets within the City of Columbus and the construction of ADA curb ramps at those locations; and

**WHEREAS**, a portion of the proposed public improvements are within the corporate limits of DUBLIN; and

**WHEREAS**, DUBLIN has agreed to support the completion of those improvements located within its jurisdiction; and

**WHEREAS**, it is necessary for the PARTIES to enter into this AGREEMENT to facilitate the construction thereof;

**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:

- 1. **DEFINITIONS:**
  - A. “Contract Documents” means this AGREEMENT, including any attachments/exhibits thereto.
  - B. “Contribution” means the amount contributed by DUBLIN to COLUMBUS for the “Improvements”.
  - C. “Improvements” means the infrastructure improvements identified in the Contract Documents and specifically described within Exhibit A.
  - D. “Work” means the construction of the Improvements.
  
- 2. **GENERAL CONSIDERATIONS:** In consideration of the promises of DUBLIN set forth herein, COLUMBUS agrees to construct, or cause to be constructed, the capital improvements identified in Exhibit A. COLUMBUS and its Contractor shall be responsible for complying with all federal, state, and local laws.

3. **PROCUREMENT OF SERVICES:** COLUMBUS identified Strawser Paving Company Inc. (the “Contractor”) as the lowest, responsive, responsible and best bidder to perform the Work described herein through a competitive bidding process conducted in accordance with City Code and the Ohio Revised Code. If DUBLIN has a concern about the performance of the Work, DUBLIN shall inform COLUMBUS and COLUMBUS shall inform the Contractor 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 also be responsible for their portion of the cost of any approved changes to the Work the PARTY requests.

Pursuant to the terms of this AGREEMENT, DUBLIN shall contribute **\$98,740.05** to COLUMBUS for costs associated with the Work delineated in Exhibit A. Check shall be made payable to City Treasurer – Columbus and delivered to:

Department of Public Service  
Office of Support Services  
111 N. Front Street, 4<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attn: Russ Figley

DUBLIN shall tender payment to COLUMBUS immediately upon execution of this AGREEMENT.

COLUMBUS shall perform final accounting after the project has been completed and final payment has been made to the Contractor for the Work. COLUMBUS shall refund any unspent balance of the Contribution to DUBLIN or notify DUBLIN 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 the Contractor 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. The Contractor shall at its 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 DUBLIN 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 constructs the Improvements to execute a contract performance and payment bond.
8. **PUBLIC USE:** The PARTIES agree that all improvements under this contract shall be dedicated for public use.
9. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between DUBLIN, its agents and employees, and COLUMBUS, its contractors, 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.
10. **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.
11. **ADDITIONAL DOCUMENTATION:** The following document exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:
  - 11.1 Exhibit A – Description of Work
  - 11.2 Exhibit B – Cost Allocation

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the PARTIES have caused this AGREEMENT to be executed by their duly authorized officers on the dates appearing below.

**CITY OF DUBLIN  
PUBLIC WORKS DEPARTMENT**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

By: \_\_\_\_\_  
Megan O'Callaghan  
Director of Public Works

By: \_\_\_\_\_  
Jennifer Readler  
Law Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COLUMBUS  
DEPARTMENT OF PUBLIC SERVICE**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

By: \_\_\_\_\_  
Jennifer Gallagher  
Director of Public Service

By: \_\_\_\_\_  
Zachary M. Klein  
Columbus City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A – DESCRIPTION OF WORK**

COLUMBUS proposes to resurface Sawmill Road between Saltergate Drive and Summitview Road as part of Resurfacing – 2020 Project 1. A portion of the aforesaid improvements is located within the corporate limits of the City of Dublin, and all associated construction and inspection costs shall be borne by DUBLIN.

*[Remainder of page intentionally left blank]*





**EXHIBIT B – COST ALLOCATION**  
**CITY OF COLUMBUS - PUBLIC SERVICE DEPARTMENT - DIVISION OF DESIGN AND CONSTRUCTION**  
**RESURFACING 2020 PROJECT 1**

ITEM #	DESCRIPTION	QUANTITY	DUBLIN QUANTITY SPLT	CITY OF COLUMBUS QUANTITY SPLT	UNITS	UNIT COST	DUBLIN TOTAL COST SPLT	CITY OF COLUMBUS TOTAL COST SPLT	TOTAL COST
<b>Strawser Paving Company</b>									
202	COMBINATION CURB AND GUTTER REMOVED AND DISPOSED OF, AS PER PLAN	3,379.00	2,468.00	911.00	LIN FT	\$7.50	18,510.00	6,832.50	\$25,342.50
202	WALK REMOVED	3,714.00		3,714.00	SQ FT	\$2.25	0.00	8,356.50	\$8,356.50
253	PAVEMENT REPAIR (9"), AS PER PLAN	162.52	0.69	161.83	CU YD	\$363.00	250.47	58,743.48	\$58,993.95
254	PATCHING PLANED SURFACE- TYPE 2, AS PER PLAN	795.10		795.10	SQ YD	\$25.00	0.00	19,877.50	\$19,877.50
254	PAVEMENT PLANING (1" TO 3"), AS PER PLAN	20,394.99	298.30	20,096.69	SQ YD	\$2.05	611.52	41,198.21	\$41,809.73
407	NON-TRACKING TACK COAT	2,039.94	29.83	2,010.11	GALLON	\$4.15	123.79	8,341.96	\$8,465.75
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG70-22M, (1.5")	858.13	12.43	845.70	CU YD	\$205.00	2,548.15	173,368.50	\$175,916.65
605	4" PIPE UNDERDRAIN	3,379.00		3,379.00	LIN FT	\$6.00	0.00	20,274.00	\$20,274.00
608	CONCRETE WALK, 4"	3,714.00		3,714.00	SQ FT	\$5.25	0.00	19,498.50	\$19,498.50
609	COMBINATION CURB AND GUTTER, TYPE ODOT STANDARD, AS PER PLAN	3,379.00	2,468.00	911.00	LIN FT	\$22.00	54,296.00	20,042.00	\$74,338.00
614	WORK ZONE LANE LINE, CLASS III, 642 PAINT	1.49		1.49	MILE	\$850.00	0.00	1,266.50	\$1,266.50
614	WORK ZONE CENTER LINE, CLASS III, 642 PAINT	0.82		0.82	MILE	\$2,500.00	0.00	2,050.00	\$2,050.00
614	WORK ZONE CHANNELIZING LINE, CLASS III, 642 PAINT	673.00		673.00	LIN FT	\$1.00	0.00	673.00	\$673.00
621	RAISED PAVEMENT MARKER INSTALLED	298.00		298.00	EACH	\$24.50	0.00	7,301.00	\$7,301.00
621	RAISED PAVEMENT MARKER REMOVED	50.00		50.00	EACH	\$2.00	0.00	100.00	\$100.00
632	DETECTOR LOOP, AS PER PLAN	14.00	2.00	12.00	EACH	\$2,200.00	4,400.00	26,400.00	\$30,800.00
644	CENTER LINE, DOUBLE, YELLOW, 5"	0.20		0.20	MILE	\$7,750.00	0.00	1,550.00	\$1,550.00
644	CENTER LINE, SOLID/DASHED, YELLOW, 5"	0.54		0.54	MILE	\$4,720.00	0.00	2,548.80	\$2,548.80
644	CHANNELIZING LINE, 10"	660.00		660.00	LIN FT	\$1.85	0.00	1,221.00	\$1,221.00
644	CROSSWALK LINE, 10"	161.00		161.00	LIN FT	\$9.00	0.00	483.00	\$483.00
644	LANE ARROW	17.00		17.00	EACH	\$99.00	0.00	1,683.00	\$1,683.00
644	LANE LINE, 5"	0.98		0.98	MILE	\$2,145.00	0.00	2,102.10	\$2,102.10
644	STOP LINE, 20"	102.00		102.00	LIN FT	\$7.00	0.00	714.00	\$714.00
644	TRANSVERSE LINE, YELLOW, 20"	45.00		45.00	LIN FT	\$6.00	0.00	270.00	\$270.00
653	TOPSOIL FURNISHED AND PLACED	94.35	69.05	25.30	CU YD	\$70.00	4,833.50	1,771.08	\$6,604.58
659	SEEDING AND MULCHING	563.66	411.82	151.84	SQ YD	\$1.70	700.09	258.12	\$958.22
807	VALVE BOXES ADJUSTED TO GRADE USING RISER	10.00		10.00	EACH	\$135.00	0.00	1,350.00	\$1,350.00
							\$86,273.52	\$428,274.75	\$514,548.28
202	ADA CURB AND GUTTER REMOVED, AS PER PLAN	110.80		110.80	LIN FT	\$8.50	0.00	941.80	\$941.80
202	ADA WALK REMOVED	705.90		705.90	SQ FT	\$2.30	0.00	1,623.57	\$1,623.57
203	ADA EXCAVATION	1.00		1.00	CU YD	\$20.00	0.00	20.00	\$20.00
251	ADA PARTIAL DEPTH PAVEMENT REPAIR, 2" DEPTH, AS PER PLAN (SY)	13.80		13.80	SQ YD	\$5.00	0.00	69.00	\$69.00
605	ADA 4" PIPE UNDERDRAIN	121.60		121.60	LIN FT	\$12.00	0.00	1,459.20	\$1,459.20
608	ADA CONCRETE WALK, 4"	535.00		535.00	SQ FT	\$7.50	0.00	4,012.50	\$4,012.50
608	ADA CONCRETE WALK, 8"	3.80		3.80	SQ FT	\$8.20	0.00	31.16	\$31.16
608	ADA CURB RAMPS	6.00		6.00	EACH	\$100.00	0.00	600.00	\$600.00
608	ADA DETECTABLE WARNINGS, TYPE E	48.00		48.00	SQ FT	\$9.00	0.00	432.00	\$432.00
609	ADA COMBINATION CURB AND GUTTER, TYPE STANDARD, AS PER PLAN	121.60		121.60	LIN FT	\$27.00	0.00	3,283.20	\$3,283.20
609	ADA CONCRETE CURB 12" BEHIND WALK, AS PER PLAN	54.70		54.70	LIN FT	\$20.00	0.00	1,094.00	\$1,094.00
610	ADA CELLULAR RETAINING WALL, AS PER PLAN	8.70		8.70	SQ FT	\$30.00	0.00	261.00	\$261.00
653	ADA TOPSOIL FURNISHED AND PLACED	4.50		4.50	CU YD	\$70.00	0.00	315.00	\$315.00
659	ADA SEEDING AND MULCHING	26.60		26.60	SQ YD	\$1.70	0.00	45.22	\$45.22
807	ADA VALVE BOXES ADJUSTED TO GRADE	0.60		0.60	EACH	\$180.00	0.00	108.00	\$108.00
							\$0.00	\$14,295.65	\$14,295.65
<b>PART A RESURFACING TOTAL:</b>							\$86,273.52	\$428,274.75	\$514,548.28
<b>PART B ADA TOTAL:</b>							\$0.00	\$14,295.65	\$14,295.65
<b>SUB-TOTAL:</b>							\$86,273.52	\$442,570.40	\$528,843.93
<b>CONTINGENCY (5% OF SUBTOTAL):</b>							\$4,313.68	\$22,128.52	\$26,442.20
<b>CONSTRUCTION TOTAL:</b>							\$90,587.20	\$464,698.92	\$555,286.12
<b>INSPECTION (9%):</b>							\$8,152.85	\$41,822.90	\$49,975.75
<b>LEGISLATIVE GRAND TOTAL:</b>							\$98,740.05	\$506,521.83	\$605,261.88