City of Dublin

Office of the City Manager
5555 Perimeter • Dublin, OH 43017-1090
Phone: 614.410.4400 • Fax: 614.410.4490

Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: March 15, 2022

Initiated By: Robert E. Ranc, Jr., Deputy City Manager/Chief Operating Officer
Jay Anderson, Director of Public Service
Jean-Ellen M. Willis, PE, Deputy Director – Transportation & Mobility
Tina Wawszkiewicz, PE, Civil Engineer II

Re: Resolution 14-22 – Authorizing the City Manager to enter into a Maintenance Agreement with the Ohio Department of Transportation for the US 33-SR 161-Post Road Interchange Upgrade Project

Background

The City of Dublin is working cooperatively with project partners at the Ohio Department of Transportation (ODOT) and Union County to improve the interchange at US 33–SR 161–Post Road. The project was developed in the early 2000's with the original interchange modification study approved in 2001. Detailed design was developed from 2005 through 2008, along with right-of-way acquisition for the majority of the project, and then the design project was put on hold. Meanwhile, phases of the design surrounding the central interchange were constructed, including the Liggett Road relocation in 2008; widening of SR 161, realigning and improving the intersection of Industrial Parkway in 2010; and constructing the Eiterman Road roundabout in 2015. The central interchange project resumed in 2019 through cooperation of the project partners to complete a full funding package.

In the 2021-2025 Capital Improvements Program (CIP), construction was programmed for project number ET003 in 2021. Construction for the project, shown in Figure 1, is currently programmed to begin in 2022, with an anticipated substantial completion date in 2024.

Figure 1. US 33-SR 161-Post Road Interchange

Summary

The City of Dublin partnered with ODOT to provide upgrades to the US 33-SR 161-Post Road interchange, pursuant to Resolution 55-21. The bids for the project construction were opened by ODOT on March 10, 2022.

Early in the design process, Dublin requested unique enhancement features to be incorporated into the plan, to give drivers not only a safe and efficient travel experience, but also to welcome them to Dublin in a distinctive manner. An architect and landscape architect were engaged in the design process to introduce color, texture, and decorative design, enhancing ODOT's standard process. It was agreed at that time that Dublin would be responsible for the costs and maintenance associated with these unique enhancement features. A Maintenance Agreement has been prepared to document these understandings in more detail.

Pursuant to the Maintenance Agreement, Dublin agrees to maintain the aesthetic features, including the stone clad retaining walls and decorative bridge elements, landscaping, watering system, post mounted signs, street lighting, and overhead sign support painting on US 33. ODOT agrees to reimburse Dublin for the routine lighting maintenance and maintain the interchange as required by the Ohio Revised Code, and specifically, ODOT will be responsible for structural repairs. In addition, any ODOT sponsored projects impacting landscaping, the watering system, or any sign supports, guardrail, or light poles by will replaced or reinstalled by ODOT.

The Maintenance Agreement includes the interchange area, and extends to the west along SR 161, including the newly constructed roundabout at the intersection of SR 161 and Cosgray Road.

Recommendation

Staff recommends approval of Resolution 14-22 authorizing the City Manager to enter into a Maintenance Agreement with the Ohio Department of Transportation for the US 33-SR 161-Post Road Interchange Upgrade project.

RECORD OF RESOLUTIONS

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30045

Resolution No. 14-22 *Passed* _____, *20*____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE US 33-SR 161-POST ROAD INTERCHANGE UPGRADE PROJECT

WHEREAS, the City of Dublin (the "City") has worked cooperatively with the Ohio Department of Transportation ("ODOT") to design and construct the US 33-SR 161-Post Road Interchange Upgrade Project (the "Project") pursuant to Resolution 55-21; and

WHEREAS, the Project is located in Dublin and includes roadways that are ODOT's maintenance responsibility; and

WHEREAS, Dublin and ODOT agree the improvements constructed at this interchange are necessary to continue the safe operations of the transportation network; and

WHEREAS, Dublin and ODOT recognize the benefit these public improvements will continue to have on its citizens and it is in the best interests of Dublin and ODOT to enter into a Maintenance Agreement; and

WHEREAS, ODOT will construct certain aesthetic elements, including landscaping, watering system, bridge and wall design features not typically constructed with ODOT projects at Dublin's request; and

WHEREAS, Dublin agrees to maintain these aesthetic features, including the stone clad retaining walls and decorative bridge elements, landscaping, watering system, post mounted signs, street lighting, and overhead sign support painting, and ODOT agrees to reimburse Dublin for the routine lighting maintenance and maintain the interchange as required by the Ohio Revised Code, and specifically, will be responsible for structural repairs, and will replace or reinstall any landscaping, watering system, or any sign supports, guardrail, or light poles impacted by ODOT sponsored projects as detailed in the Maintenance Agreement; and

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 Manager is hereby authorized to execute a General Maintenance Agreement between ODOT and the City of Dublin for the Project 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. 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. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____day of _____, 2022.

_____
Mayor – Presiding Officer

ATTEST:

_____
Clerk of Council

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF DUBLIN, OHIO FOR THE MAINTENANCE OF THE U.S. ROUTE 33 AND STATE ROUTE 161/POST ROAD INTERCHANGE

This Memorandum of Agreement is made by and between the State of Ohio, Department of Transportation (hereinafter referred to as "ODOT"), acting by and through its Director, 1980 West Broad Street, Columbus, Ohio 43223, and the City of Dublin, Ohio, an Ohio municipal corporation, (hereinafter referred to as "CITY"), acting by and through the City Manager, 5555 Perimeter Drive, Dublin, Ohio 43017. Either may be referred to singularly as the "PARTY" and collectively as the "PARTIES."

WHEREAS, pursuant to Ohio Revised Code Sections 5501.11, 5501.01(C), and 5501.49(A) and (D), ODOT is responsible for the maintenance and repair of the state highway system and their appurtenances including but not limited to bridges, viaducts, grade separations, culverts, lighting, signalization and approaches thereon outside municipal corporations and the major maintenance and repair including painting, repair of deteriorated or damaged elements of bridge decks including emergency patching of bridge decks to restore the structural integrity of a bridge of all bridges located on the state highway system within a municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code Sections 723.01, and 5501.49(A) and (D), the CITY is responsible for the maintenance of all public highways and their appurtenances including but not limited to bridges, viaducts, grade separations, culverts, lighting, signalization and approaches, grounds and bridges within the municipal corporation and the routine maintenance including without limitation the clearing of debris from the deck, sweeping, snow removal, minor wearing surface patching, cleaning bridge drainage systems, marking decks for traffic control, minor and emergency repairs to railing and appurtenances, emergency patching of deck and maintenance of traffic signal and lighting systems including the supply of electrical power of all bridges on the state highway system within the municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code Section 5501.11(A)(4), the Director of the Department of Transportation shall cooperate with municipal corporations in the maintenance, repair and improvement of the public roads and bridges; and

WHEREAS, the PARTIES recognize that it is in the interest and safety of the traveling public and it serves to manage the public resources of ODOT and the CITY in an efficient manner to deviate from the responsibilities determined by the Ohio Revised Code; and

WHEREAS, the PARTIES have entered into maintenance agreements assigning alternative maintenance duties of the U.S. Route 33 and State Route 161/Post Road Interchange regarding maintenance landscape and lighting (ODOT Agreement Numbers 15007 and 15008); and

WHEREAS, the PARTIES have also entered into, or are in the process of negotiating, a separate funding agreement with respect to the U.S. Route 33 and State Route 161/Post Road Interchange for Improvements to the AREA; and

WHEREAS, the PARTIES desire to enter into a new maintenance agreement and rescind the two existing maintenance agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, it is hereby agreed as follows:

I. U.S. ROUTE 33 AND STATE ROUTE 161/POST ROAD INTERCHANGE "AREA" DEFINED

A. The "AREA" consists of the interchange between US Route 33 and State Route 161/Post Road as more particularly described in Attachment 1 and includes lighting as indicated in Attachment 2 and Street Lighting as indicated on Attachment 3, attached hereto and incorporated by reference as if fully written herein.

1. All highway lighting parts and equipment that are located within the State Highway System right-of-way outside the CITY corporate limits shall be the property of ODOT. If the jurisdiction of SR 161 changes due to annexation, the Parties agree to review this Agreement with regard to ownership.

2. The three Attachments described above shall be jointly referred to hereinafter as "the AREA".

II. OBLIGATIONS OF THE CITY

A. Definitions

1. Extraordinary Maintenance means the act of repairing, replacing, or rehabilitating an item which both PARTIES understand to be of such magnitude as to be beyond the scope of work ordinarily performed by routine maintenance and repair forces. More specifically, this shall mean the replacement or repair of major equipment caused by knock downs or accidents, lightning strikes, underground cable repair, or replacement of major elements of the lighting system and the parts, tools, personnel and equipment needed to accomplish said repairs.

2. Preventative Maintenance means planned schedule of maintenance, including, but not limited to, replacement of luminaires. Replacement shall be done with parts of equal or higher quality, at the replacing PARTY's discretion, with the part being replaced.

3. Routine Maintenance means that all lighting facilities are kept in a state of good repair, replacement of failed luminaires, defective photocells, and drivers, and equipment needed to accomplish the same. All parts being replaced shall be replaced with parts of equal or higher quality, at the replacing PARTY's discretion, with the part being replaced

B. The CITY agrees to the following regarding the aesthetic features of bridges/walls in the AREA:

1. Aesthetic patterns and colorings of Bridges, Walls, Piers, and Parapets and all items not required by ODOT standards for highway constructions shall be maintained by the CITY. Any corrections or repairs to any aesthetic features will be 100% the responsibility of the CITY.

C. The CITY agrees to the following regarding roadway lighting on state routes in the AREA and as indicated in Attachment 2:

1. The CITY agrees to perform all routine maintenance, as outlined in section II.A.3., in the AREA on all ODOT-owned highway lighting equipment including roadway luminaires and to keep in operable condition.

2. The CITY agrees to perform all preventative maintenance, as outlined in section II.A.2., in the AREA on all ODOT-owned highway lighting equipment consisting of a planned schedule of visual assessment to ensure all lighting is in operable condition.

3. The CITY agrees to respond to all Ohio Utility Protection Service requests to mark utilities for the roadway lighting.

4. In the event that the CITY believes that extraordinary maintenance, as outlined in section II.A.1., in the form of repair, replacement or rehabilitation needs to be performed due to incidents, including but not limited to, knock-down due to accident, lightning strike or other act of God, or underground cable issue, the CITY shall notify ODOT. Verbal approval by ODOT must be given prior to any extraordinary maintenance by the CITY unless such maintenance is performed pursuant to some emergency circumstance. When approved in advance by ODOT, or based on an emergency, the CITY shall seek reimbursement from ODOT pursuant to Section VI of this Agreement. When applicable, any reimbursement shall be requested only after all attempts to collect from the at fault party's insurance, if available, have been made and shall only be in the amount not paid by a collateral source.

D. The CITY agrees to the following regarding the regulatory, directional, and warning signs in the AREA:

1. Perform all routine maintenance and repairs for all regular post-mounted signs, excluding Tourist-Oriented Directional Signs ("TODS"). Such maintenance shall include sign face, sign post, and anchor repair and replacement.

2. Perform all routine maintenance, repairs and replacements for all ODOT approved non-standard regulatory and warning signs at the roundabout(s). Such maintenance shall include sign face, sign post, and anchor repair and replacement.

3. Overhead Sign Support Painting. The painting of the overhead sign supports on SR 161 within the AREA will be the responsibility of the CITY and with ODOT's approval.

E. The CITY agrees to the following regarding the landscaping and hardscaping in the AREA:

1. Top soil, plant material including, but not limited to trees, shrubs and grasses; mowing, all paver dividers, pond and all other appurtenances of the landscaping design will be the sole responsibility of the CITY. The CITY shall first obtain ODOT's approval before altering the landscape and associated non-structural hardscape elements in accordance with ODOT's Location & Design Manual, Construction and Material Specification and ODOT standards. However, the CITY may replace landscaping plantings with the same or similar plant species or with those having a similar growth habit as long as they are in accordance with ODOT's Location & Design Manual, Construction and Material Specification and ODOT standards.

2. The CITY shall maintain any infrastructure and appurtenances of the watering system to provide adequate water supply in the CITY's sole and reasonable discretion.

3. The CITY agrees to perform, or cause to be performed, all above landscaping and hardscaping maintenance, repairs and replacement at their sole cost, except as noted in III.E.2.

4. The CITY agrees to maintain traffic on the lanes, shoulders, and of exit and entrance ramps to the interstate system with performing maintenance activities along US 33 in accordance with the applicable ODOT standards. Any activities requiring lane, shoulder, or ramp closures will be performed in accordance with the current Temporary Traffic Control Manual and the Ohio Manual of Uniform Traffic Control Devices. Lane closure/restriction charts, as provided in the ODOT Traffic Engineering Manual and the Permitted Lane Closure Schedule (PLCS) web-based tool, shall be used when performing maintenance.

F. The CITY agrees to pay for the costs of all aesthetic features and betterments that the CITY deems necessary.

G. The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the designated areas for the purpose of performing the agreed upon maintenance.

III. OBLIGATIONS OF ODOT

A. ODOT agrees to provide maintenance within the AREA as set forth in the map attached as Attachment 1 and as described in the Ohio Revised Code.

B. Subject to the restrictions of state and federal law, including but not limited to Highway Beautification Act, ODOT shall not unreasonably deny the CITY and any

future developer permits that meet the development and aesthetic needs of the CITY and ODOT.

C. ODOT agrees to the following with regard to roadway lighting:

1. ODOT will be responsible for purchasing from an electrical supplier a sufficient amount of electrical energy to operate the roadway luminaires in the AREA.

2. All roadway lighting parts and equipment that are located within the highway right-of-way outside the CITY corporate limits shall be the property of ODOT. If the jurisdiction of SR 161 changes due to annexation, the PARTIES agree to review this Agreement with regard to ownership of parts and equipment.

3. ODOT shall ensure that all roadway luminaires, including underpass lighting, on the State Highway System shall burn and be illuminated on the "all night and every night" schedule from approximately one-half hour after sunset to one-half hour before sunrise each night, for an annual operation of approximately 4,000 hours, as determined by the photocell control.

D. ODOT agrees to the following regarding all beam-mounted, over-head, and all other non-post mounted signs:

1. Perform all routine maintenance, repairs and replacements and bear the costs for all ODOT owned beam-mounted, over-head, and all other non-post mounted signs.

E. ODOT agrees to the following regarding Aesthetic features affected by ODOT sponsored projects:

1. Perform all routine maintenance and repair to the portions of the structures and retaining wall that are not considered enhancement items. Such maintenance shall include ensuring that the structures, retaining wall, and appurtenances are in good repair and the tools, equipment, and personnel for such. Structural repairs shall remain the responsibility of ODOT in accordance with the Ohio Revised Code.

2. ODOT shall replace, or temporarily relocate and reinstall any project affected landscaping. Replacement landscape materials will be similar in size and value to those placed in the AREA.

3. Affected watering system shall be restored in kind unless it would cause conflict with other features such as the roadway and ramps, drainage, and highway lighting including underground cables, conduits, etc. Any betterments that the CITY decides to install to the watering system would be paid by the CITY.

4. ODOT shall repair or replace project affected painting of sign supports, guardrail, or light poles.

F. ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the AREA for the purpose of performing the agreed upon maintenance.

G. ODOT agrees to review all additional landscaping or hardscaping plans and any changes, additions or deletions to existing landscaping and hardscaping in the AREA in a timely manner and shall not unreasonably withhold its approval.

IV. OBLIGATIONS OF THE PARTIES

A. All maintenance responsibilities not specifically designated in this Agreement shall follow the responsibilities set forth in the Ohio Revised Code.

B. The PARTIES agree that each shall have free access to all cable junctions, pull boxes, pole bases, distribution boxes and other points in the circuits on the State Highway System so that each PARTY can perform inspections and maintenance checks necessary to maintain its property. If a circuit fault is judged by one PARTY to be within the property of the other, the former PARTY is obligated to notify the latter PARTY or its agent so that repair can be expedited. No circuit within the CITY's corporate limits shall be energized until the CITY's safety policy is followed.

C. In the event the PARTIES determine that any work needed is beyond the scope of the work normally performed by regular maintenance and repair forces, such work shall be performed by contract through competitive bids as provided by the laws of the State of Ohio.

D. The PARTIES agree to jointly review this Agreement every two years to determine whether there are any items of maintenance not covered by this Agreement or any items that need to be modified and, if determined necessary, shall enter into an Amendment or an Addendum pursuant to subsection X.F. of this Agreement.

E. Periodic inspections may be performed jointly by the PARTIES at the request of either PARTY.

F. Any ODOT funded or jointly funded contract repairs will be administered through ODOT with input and approval from the CITY. Contract repairs funded 100% by the CITY shall be administered through the CITY.

V. TERM OF AGREEMENT

A. This Agreement shall commence upon the date of the last signature below and shall continue until terminated by the PARTIES. The PARTIES shall review this Agreement for modification every two (2) years pursuant to subsection IV.D. of this Agreement and shall not be amended or terminated except by written agreement by the PARTIES.

1. This agreement may be terminated at any time by either PARTY giving ninety (90) days' written notice to the other PARTY.

VI. COMPENSATION/REIMBURSEMENT

A. ODOT shall pay the CITY for the routine and preventative maintenance of the lighting equipment in the AREA at a cost of $4.65 per luminaire per month for all luminaires in the AREA and regardless of the number of luminaires that are actually provided maintenance in a given month.

B. In consideration for the promises and performance of the CITY as set forth herein, ODOT agrees to reimburse the CITY, upon receipt of proper invoices, for the actual cost of the eligible reimbursable work performed by the CITY under subsection II.C.4. of this Agreement.

C. The CITY shall submit an invoice to ODOT for all reimbursable work within six (6) months of the work being completed. Compliance with this section constitutes a proper invoice.

D. The reimbursement shall comprise full compensation to the CITY for furnishing all labor, equipment and materials necessary to fulfill the CITY's reimbursable obligations as set forth in this Agreement.

E. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODOT shall make prompt payment for any services acquired from the CITY. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely and reasonably by ODOT. If ODOT determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the CITY. ODOT shall notify the CITY in writing of the inadequacy or insufficiency and shall provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

F. In the event a dispute arises regarding payment, notification of such dispute shall be sent to the Director of the Ohio Department of Transportation and a designated representative of the CITY, in writing, within 90 days of discovery of such dispute. In such notification, the disputing PARTY shall present such evidence as may support their position. Within a reasonable time, the Director and a designated representative of the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said PARTIES shall attempt to resolve the dispute regarding payment within a reasonable period of time.

G. The CITY expressly understands that ODOT does not have the ability to compensate the CITY for invoices submitted after the State of Ohio purchase order has been closed. The CITY must submit final invoices for payment no later than ninety (90) days after the ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

VII. CERTIFICATION OF FUNDS AND AUTHORITY TO REIMBURSE

A. It is expressly understood and agreed by the PARTIES that none of the rights, duties, and obligations described in this Agreement shall be binding on either PARTY until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, Ohio Revised Code Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio or the Dublin City Council, or in the event that grant funds are used, until such time that the STATE gives the CITY written notice that such funds have been made available to ODOT by ODOT's funding source.

B. It is expressly understood by the PARTIES that the authority for ODOT to reimburse a municipal corporation for their repairing, improving and providing of lighting upon interstate highways is tied to the temporary and uncodified language inserted into the biennial transportation budget. Failure of this language to be inserted into any current biennial transportation budget bill shall relieve ODOT from all future unencumbered obligations of reimbursement that were not due or underway when the budget changed, but shall not relieve the PARTIES from their joint and separate obligations as set forth in subsections II., III. and IV. of this Agreement. In the event this language is not inserted into any biennial transportation budget bill, ODOT shall notify the CITY as soon as reasonably practicable.

C. It is expressly understood by the PARTIES that the CITY's obligations are subject to the determination by the CITY that sufficient funds have been appropriated by the CITY's Council for the purpose of this Agreement, and to the certification of funds by the CITY's Director of Finance. If the City Council determines sufficient funds shall not be appropriated for the purpose of this Agreement or if the Director of Finance fails to certify the availability of funds, this Agreement or any renewal thereof shall be terminated on the date the funding is found not to be available.

VIII. RECORD KEEPING

A. The PARTIES shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

B. All records relating to cost, work performed, supporting documentation for invoices submitted to ODOT, and copies of materials produced under or pertaining to this Agreement will be retained by the CITY in accordance to the appropriate records retention schedule.

C. The PARTIES agree to retain all records in accordance to any litigation holds that are provided to them by the other PARTY, and actively participate in the discovery process if required to do so. Litigation holds may require that the PARTY keep the records longer than the approved records retention schedule. At the conclusion of the litigation hold, the requesting PARTY shall notify the other PARTY, and the retention can resume based on the approved records retention schedule.

IX. COMPLIANCE WITH LAWS

A. The PARTIES agree to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

B. The PARTIES agree to comply with all applicable state and federal laws regarding drug-free workplace. The PARTIES shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

C. Each PARTY shall be responsible for their own employees' wages, salaries, insurance, taxes and contributions for Workers' Compensation and Unemployment Compensation coverage as applicable. It is fully understood and agreed that each PARTY'S employees, agents and contractors shall not be considered to be employees of the other PARTY for the purposes of any benefits.

X. GENERAL PROVISIONS

A. This Agreement shall be to the benefit of and be binding upon the respective PARTIES herein, their successors and assigns.

B. Nothing stated in this Agreement shall inure to the benefit of any third parties.

C. Neither this Agreement 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.

D. Each PARTY hereto shall be responsible for liability associated with that PARTY's own errors, actions, or failures to act.

E. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either PARTY, either by statute or common law.

F. Either PARTY may, at any time during the term of the Agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the PARTIES consent to modifications of the contract, then an amendment or addendum shall be drawn, approved and executed in the same manner as the original agreement.

G. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

H. The provisions of this Agreement are severable and independent. If any provision of this Agreement shall be determined to be unenforceable in whole or in part or held to be contrary to law by a court of competent jurisdiction, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. Should any provision of this Agreement be deemed unenforceable, in whole or in part, by a court of competent jurisdiction the PARTIES agree to negotiate in good faith a replacement term and amend the Agreement to include such term.

I. This Agreement contains the entire agreement between the PARTIES hereto as it relates to the maintenance of the AREA and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the PARTIES hereto.

XI. RESCISSION

Upon the execution of this Agreement, the prior Agreements between the PARTIES, ODOT Agreement Numbers 15007 and 15008 are hereby rescinded.

XII. NOTICE

Notices under this Agreement shall be directed as follows:

City of Dublin
City Manager
5555 Perimeter Drive
Dublin, Ohio 43017

Ohio Department of Transportation
District 06
400 E. William St.
Delaware, OH 43015

XIII. SIGNATURES

A. Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

B. Any PARTY hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each PARTY hereto shall be entitled to rely upon a facsimile or electronic signature of any other PARTY delivered in such a manner as if such signature were an original.

The PARTIES hereunto have caused this Agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

STATE OF OHIO
Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____, 2022

CITY OF DUBLIN, OHIO

By: _____
Dana L. McDaniel, City Manager

Date: _____, 2022

Approved as to Form:

_ceg_____
ODOT Division of Chief Legal
Date: __January 25_____, 2022

Approved as to Form:

_____
Jennifer Readler, Law Director
Date: _____, 2022

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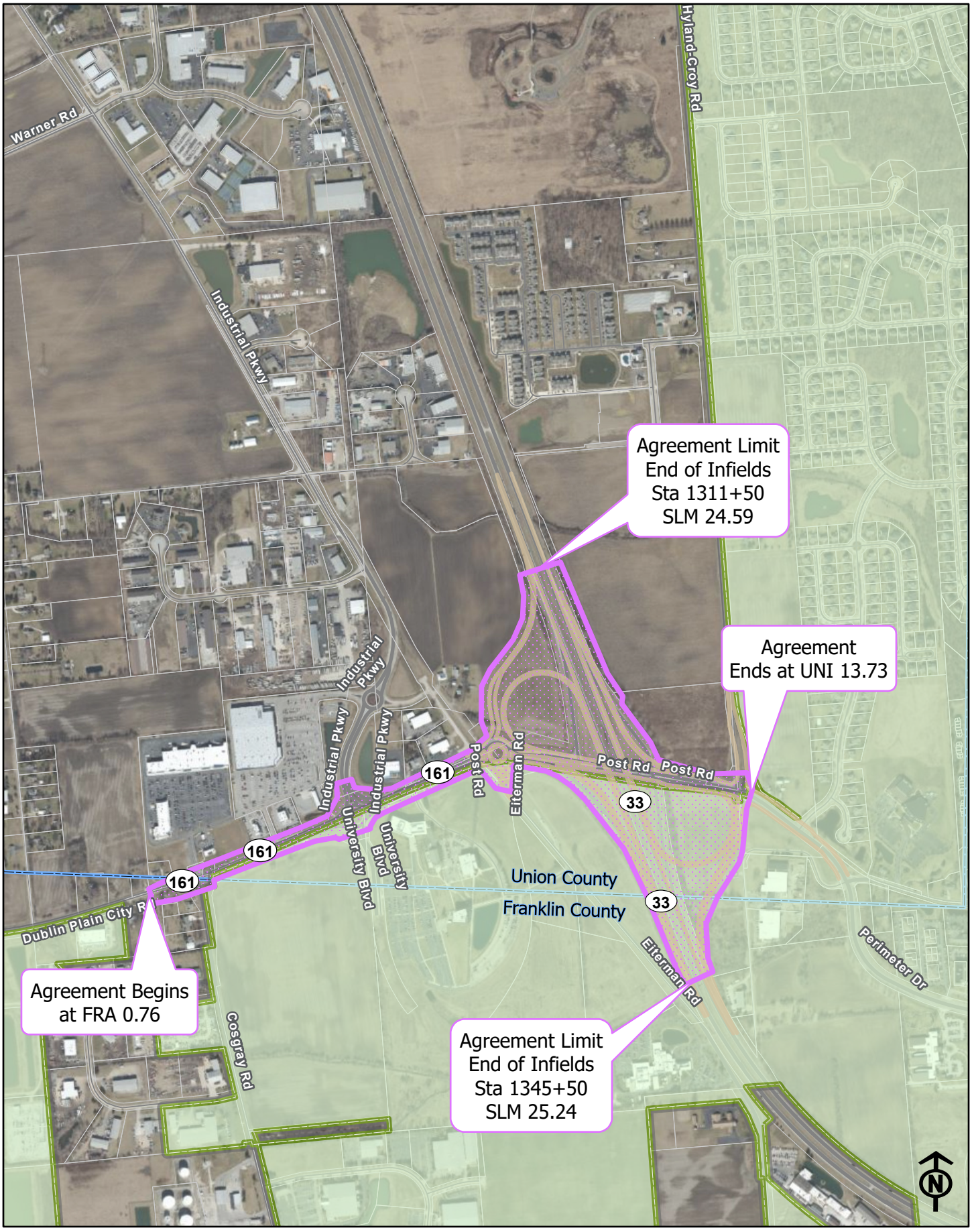


Maintenance Agreements - Proposed Combined Agreement
US 33 - SR 161 - Post Rd

1,000
Feet

City of Dublin
OHIO, USA

ATTACHMENT 2

State Highway System Lighting in AREA

Inside CITY Corporation Limits -

Quantity:

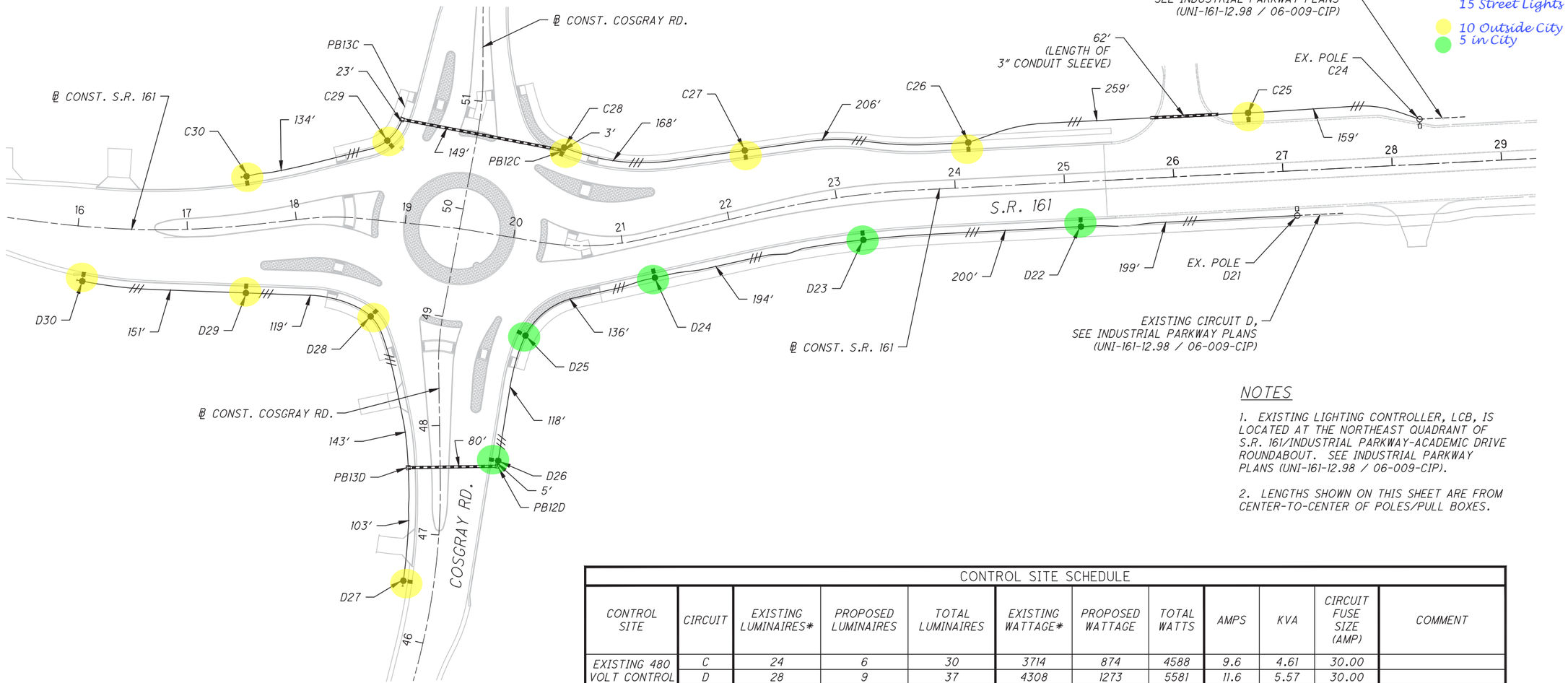
Roadway Lights – 27

Outside CITY Corporation Limits –

Quantity:

Roadway Lights – 52

Underpass Lights – 16



NOTES

1. EXISTING LIGHTING CONTROLLER, LCB, IS LOCATED AT THE NORTHEAST QUADRANT OF S.R. 161/INDUSTRIAL PARKWAY-ACADEMIC DRIVE ROUNDABOUT. SEE INDUSTRIAL PARKWAY PLANS (UNI-161-12.98 / 06-009-CIP).

2. LENGTHS SHOWN ON THIS SHEET ARE FROM CENTER-TO-CENTER OF POLES/PULL BOXES.

CONTROL SITE SCHEDULE

CONTROL SITE	CIRCUIT	EXISTING LUMINAIRES*	PROPOSED LUMINAIRES	TOTAL LUMINAIRES	EXISTING WATTAGE*	PROPOSED WATTAGE	TOTAL WATTS	AMPS	KVA	CIRCUIT FUSE SIZE (AMP)	COMMENT
EXISTING 480 VOLT CONTROL SITE 'B'	C	24	6	30	3714	874	4588	9.6	4.61	30.00	
	D	28	9	37	4308	1273	5581	11.6	5.57	30.00	

* EXISTING LUMINAIRES AND WATTAGE INCLUDES FUTURE WORK INDICATED IN S.R. 161/EITERMAN ROAD PLANS (14-010-CIP)

STREET LIGHTING PHOTOMETRIC RESULTS (FT-CANDLE)

DESCRIPTION	AVG.	MAX.	MIN.	MAX./MIN.	AVG./MIN.
CIRCULATORY ROADWAY	1.0	1.6	0.4	4.0:1	2.5:1
NORTH LEG	1.6	3.0	0.7	4.3:1	2.3:1
SOUTH LEG	0.9	1.6	0.3	5.3:1	3.0:1
WEST LEG	1.0	1.5	0.5	3.0:1	2.0:1
EAST LEG	0.8	1.7	0.2	8.5:1	4.0:1
ENTIRE PROJECT	0.9	3.0	0.2	15.0:1	4.6:1

LEGEND

- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- PROPOSED PULL BOX
- PROPOSED CONDUIT, 2"
- PROPOSED CONDUIT, 3"
- EXISTING CONDUIT, 2"

HORIZONTAL SCALE IN FEET: 0, 25, 50, 100

CALCULATED RCS | CHECKED SDS

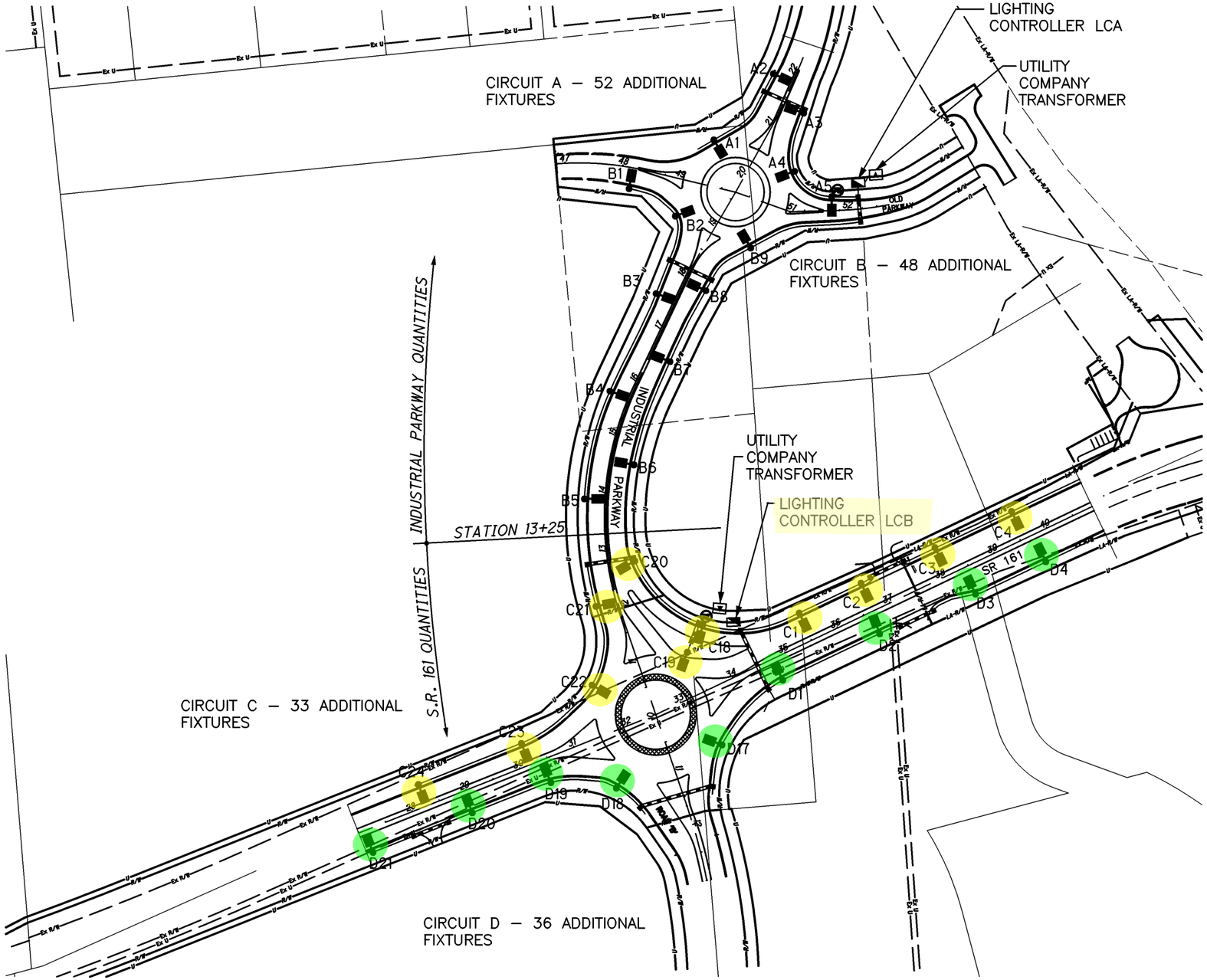
LIGHTING SCHEMATIC PLAN

SR 161 / COSGRAY RD. ROUNDABOUT

168
181

ATTACHMENT 3 - Street Light Locations

O:\2016\B2016085\B04 SR161-Cosgray Roundabout\Lighting\sheets\B2016085_04LB001.dwg 02-Jan-19 2:39 PM



20 Street Lights

11 Outside City
9 in City

N

E1 | E14

NO.	REVISIONS	DATE	BY	CHK.

Burgess & Niple, Inc. COLUMBUS,OH

BURGESS & NIPLE

CITY OF DUBLIN, OHIO
UNI–161–12.98
INDUSTRIAL PARKWAY
06–009–CIP

JOB NO.	PR41806
DESIGNED BY:	TEB
DRAWN BY:	TEB
CHECKED BY:	VEM
APPROVED BY:	VEM
DATE:	AUGUST 2007

STREET LIGHTING PLAN
SCHEMATIC

SCALE: 0 100 50 200

SHEET NO.	OF
173	230

P:/PR41806/Cadd/Dublin/Lighting/E-1.dgn 3/4/09

44 Street Lights

31 Outside City
13 in City

Lights west of US 33
are powered by LCB

EXISTING LIGHTING
CONTROLLER LCB

FOR BRIDGE LIGHTING,
SEE SHEET 723
Powered by LCC

LIGHTING
CONTROLLER
LCC

RAMP N-EW
RAMP E-S
RAMP W-S
RAMP S-EW
U.S. 33 EB
U.S. 33 WB
S.R. 161
HYLAND-CROY ROAD
DUBLIN ROAD
POST ROAD
FETTERMAN RD.
SHEET713
SHEET714
SHEET715
SHEET716
SHEET717
SHEET718
SHEET719
SHEET720
SHEET721
SHEET722

C1 C2 C4 C5 C6 C7 C9 C10 C11 C12 C13 C14
D4 D5 D6 D7 D8 D9 D10 D11 D12 D13 D14 D16
E1 E2 E3 E4 E5 E6 E7 E8 E9 E10 E11 E12 E13 E14
F1 F2 F3 F4 F5 F6 F7 F8 F9
L1 L2 L3 L4 L5

HORIZONTAL SCALE IN FEET
0 60 120 240

CALCULATED CMC

LIGHTING SCHEMATIC PLAN

UNI-33-24.87

705
901

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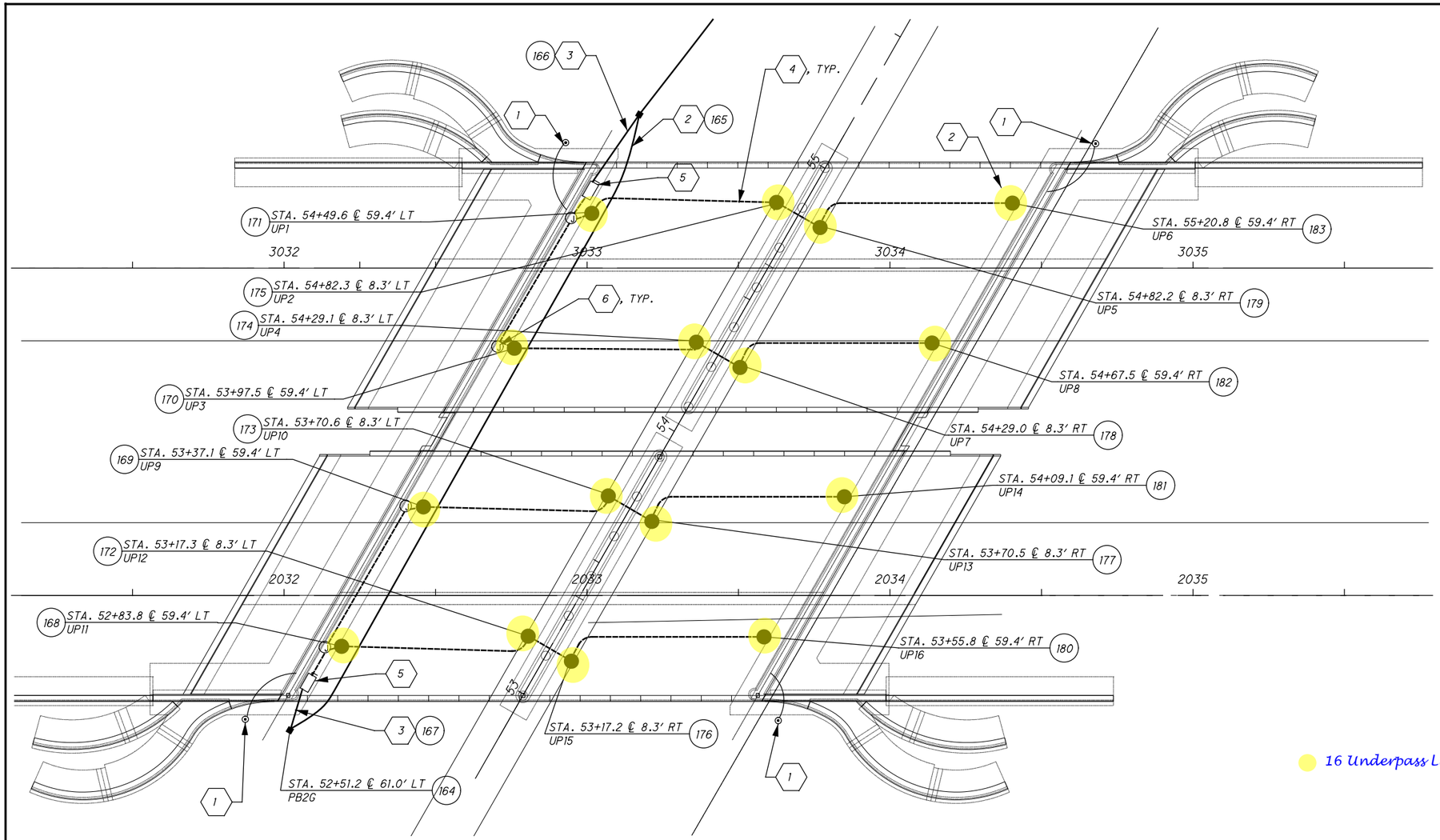

CODED NOTES

1. STRUCTURE GROUNDING SYSTEM
2. 2-#4, 1-#4 GRD. IN 2" PVC C. PROVIDE ONE SPARE 2" PVC C. WITH PULL WIRE.
3. 2-#4, 1-#4 GRD. IN 2" PVC C.
4. 2-#10, 1-#10 GRD. IN 1" RGS C.
5. 30A, 2 POLE, FUSIBLE DISCONNECT SWITCH IN A NEMA 4X STAINLESS STEEL ENCLOSURE. PROVIDE WITH ONE (1) 20A FUSE.
6. JUNCTION BOX, MINIMUM SIZE 6"X6"X4".

16 Underpass Lights - Outside City

FOR LEGEND, SEE SHEET 706
FOR QUANTITIES, SEE SHEETS 697- 704

HORIZONTAL SCALE IN FEET
0 10 20 40

CALCULATED CMC CHECKED

BRIDGE LIGHTING PLAN
UNI-33-2489 L & R

UNI-33-24.87

723
901

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