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# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 12 • 5500 TRANSPORTATION BLVD • GARFIELD HEIGHTS, OH 44125 • (216) 581-2100  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • MYRON S. PAKUSH, DISTRICT DEPUTY DIRECTOR

April 15, 2011

Honorable Thomas Brick  
21 W. Washington Street  
Chagrin Falls, Ohio 44022

Subject: **CUY-SRTS-FY2011(4) Chagrin Falls(PID 89334)  
FINAL LEGISLATION**

RECEIVED

APR 13 2011

VILLAGE OF  
CHAGRIN FALLS

Dear Mayor Brick:

Transmitted herewith are the items of final legislation for the Safe Routes to School (SRTS) project that includes reconstructing the middle school sidewalk for a safer pedestrian and bicycle facility, restriping the crosswalk at the intermediate school, and adding fence to the intermediate school, in the Village of Chagrin Falls. Please arrange for the execution of these documents by the appropriate Village Officials.

The Ohio Department of Transportation (ODOT) Construction Material and Specifications (CMS) book can be found on line at

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Specifications/2010CMS/2010specbook.aspx>.

Note that the Final Resolution and Contract **must be executed in chronological order** to comply with Section 5705.41 and Chapter 5521 of the Ohio Revised Code. The same date on each document is acceptable. Be advised that no changes can be made to these documents except for the Final Resolution.

After each item has been fully executed, please return the following items to this office:

1. One (1) Original Copy – Resolution
2. Two (2) Original Copies – Contract

All items must have **original** signatures affixed where noted. The above listed documents must be returned to this office by **May 31, 2011**, in order to meet the scheduled June 16, 2011, sale date for this important project.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael J. Kubek".

Michael J. Kubek, P.E.  
Production Administrator

MJK:js  
Enclosures

c: Timothy Lannon, City Engineer; CT Consultants  
David Bloom, Law Director  
File

(Ordinance No. 2011-10)

Project No.           383           (2011) PID No. 89334**FINAL RESOLUTION**

The following Final Resolution enacted by the Village of **Chagrin Falls**, hereinafter referred to as the Legislative Authority or Local Public Agency (LPA), in the matter of the stated described project.

**WHEREAS**, on 14<sup>th</sup> day of February, 2011, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**Reconstruct safe routes to school sidewalk, 10' wide at middle school including additional section of sidewalk. Also, construct new fence and restripe crosswalk at intermediate school, lying within the Village of Chagrin Falls.**

**WHEREAS**, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid 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 further, the Village agrees to assume and bear one hundred percent (100%) of the cost of Preliminary Engineering and Right of Way, excluding in-house preliminary engineering and right of way of charges incurred by the State.**

In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and - - - - 00/100 Dollars (\$0.00)** therefore, the Village 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.

**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 above described highway and has transmitted copies of same to this legislative authority; and

**WHEREAS**, this legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be It resolved:

- I. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- II. That the LPA enter into a contract with the State, and that **Mayor** be, and is hereby authorized to execute said contract for improving the described project.
- III. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 25 day of April, 2011, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 22, at Page 3570, and under date of April 25, 2011.

Legislative Authority of the  
Village of Chagrin Falls

Thomas G. Rick

Mayor

David B. Bloom

Clerk (Secretary Ex-Officio)

SEAL  
(If Applicable)

**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 Village of **Chagrin Falls**, (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:

**Reconstruct safe routes to school sidewalk, 10' wide at middle school including additional section of sidewalk. Also, construct new fence and restripe crosswalk at intermediate school, lying within the Village of Chagrin Falls; 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 **Zero and - - - - 00/100 Dollars, (\$0.00)**, therefore, the Village 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 Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid 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 further, the Village agrees to assume and bear one hundred percent (100%) of the cost of Preliminary Engineering and Right of Way, excluding in-house preliminary engineering and right of way of charges incurred by the State.**

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 the PROJECT in accordance with the provisions of the statues relating thereto;
  - 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

Village of **Chagrin Falls**  
**21 W. Washington Street**  
**Chagrin Falls, Ohio**  
**44022**

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. In accordance with Executive Order 2007-01S, the LPA, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio Ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The LPA understands that failure to comply with Executive Order 2007-01S, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State.

**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.

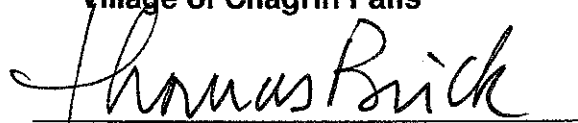
**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY  
Village of Chagrin Falls**

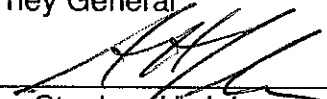
  
\_\_\_\_\_  
Director of Transportation

  
\_\_\_\_\_  
Mayor

5-13-11  
\_\_\_\_\_  
Date

April 26, 2011  
\_\_\_\_\_  
Date

Approved:  
Mike DeWine  
Attorney General

By:   
\_\_\_\_\_  
Stephen H. Johnson  
Chief, Transportation Section

Date: 5/11/11  
\_\_\_\_\_