RESOLUTION NO. 57-20CITY OF CENTERVILLE, OHIO

sponsored by councilmember <u>Belinda Kenley</u> on the <u>14</u>th DAY OF <u>September</u>, 2020.

A FINAL RESOLUTION ENACTED BY THE CITY OF CENTERVILLE, OHIO, HEREINAFTER REFERRED TO AS THE LEGISLATIVE AUTHORITY/LOCAL PUBLIC AGENCY OR "LPA" IN THE MATTER OF THE MOT-SR 725 - 18.18 PROJECT, PID NO. 102710 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN CONNECTION THEREWITH.

WHEREAS, on the 15th day of April, 2019, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of planning and resurfacing Franklin Street (State Route 725) between Normandy Lane and Main Street, including pavement markings, lying within the City of Centerville (the "Project"); and

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

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, 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.

The share of the cost of the LPA is now estimated in the amount of Sixty-Eight Thousand Nine Hundred Four and - - - 00/100 Dollars, (\$68,904.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs 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 expenses for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, the LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY **RESOLVES:**

- Section 1. That the estimated sum, of Sixty-Eight Thousand Nine Hundred Four and - - - 00/100 Dollars, (\$68,904.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. The City of Centerville hereby agrees to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.
- Section 2. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- Section 3. That the LPA enter into a contract with the State, and that the City Manager be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project. A copy of the contract is attached and incorporated herein as Exhibit "A".
- Section 4. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.
- Section 5. This resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED this 14th day of <u>September</u>, 2020. Mayor of the City of Centerville, Ohio

ATTEST:

Clerk of Council City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 57-20, passed by the Council of the City of Centerville, Ohio on the 1445 day of Suptember, 2020.

Clerk of the Council

Approved as to form, consistency with existing ordinances, the Charter and Constitutional Provisions. Department of Law Scott A. Liberman

CERTIFICATE OF COPY STATE OF OHIO

City of Centerville of Montgomery County, Ohio (LPA)

I, <u>Teri Davis</u>, as Clerk of the City of Centerville (LPA)

of Montgomery County, Ohio, do hereby certify that the foregoing is a true and correct copy of

Resolution 57-20 (Motion/Ordinance/Resolution) adopted by the legislative Authority of the said

City of Centerville on the 14th day of September, 2020. (LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this ______ this ______ the seal of _______ 2020_.

(Clerk) City of Centerville of Montgomery County, Ohio (LPA)

SEAL

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

FISCAL OFFICER'S CERTIFICATE

(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: \$68,904.00 required for the payment of the cost other than that thereof assumed by the Federal Government, for the improvement of that portion of S.R. 725, lying within the corporate limits of the City of Centerville, more particularly described as follows:

The project consists of planing and resurfacing Franklin Street (S.R. 725) between Normandy Lane and Main Street, including pavement markings, lying within the City of Centerville; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of Centerville, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume ______, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal

officer, this ______ day of <u>Scptember</u>, 20<u>20</u>.

(Fiscal Officer's Seal) (If Applicable)

Fiscal Officer of the City of Centerville, Ohio

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 Centerville, (hereinafter referred to as the legislative authority/Local Public Agency or "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, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment 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 planing and resurfacing Franklin Street (S.R. 725) between Normandy Lane and Main Street, including pavement markings, lying within the City of Centerville.

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 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. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Sixty-Eight Thousand Nine Hundred Four and - - - 00/100 Dollars, (\$68,904.00)**.
- 5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, 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.
- 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 statutes 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 of 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 Centerville 100 West Spring Valley Road Centerville, Ohio 45458

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 (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). 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 (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). 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 materials) 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 XII: 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.

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 signature on any other party delivered in such a manner as if such signature were an original.

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 Centerville
E-SIGNED by Tom Pannett Jack Marchbanks, Director by Tom Pannett on 2020-09-18 16:21:30 GMT	DocuSigned by: Wayne Davis
Director of Transportation	City Manager
2020-09-18 16:21:30 UTC	9/17/2020
	Date
Approved:	
Dave Yost Attorney General of Ohio	Approved as to form:
E-SIGNED by Steve Johnson on 2020-09-18 16:16:14 GMT	· Acor a
Stephen H. Johnson Unit Coordinator, Transportation	Maricipal Attorney
Executive Agencies Section	Maricipal Attolney



Certificate Of Completion

Envelope Id: 112A560C33DC4920A295F0D6C586A51A Subject: Request signatures LPA Contract SR 725 Source Envelope: Document Pages: 6 Signatures: 1 Certificate Pages: 5 Initials: 0 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original 9/16/2020 1:27:10 PM Security Appliance Status: Connected Storage Appliance Status: Connected

Signer Events

Terry Davis tdavis@centervilleohio.gov Clerk of Council City of Centerville Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign

Wayne Davis wdavis@centervilleohio.gov Centerville City Manager Security Level: Email, Account Authentication (None) Holder: Jim Brinegar jbrinegar@centervilleohio.gov Pool: StateLocal Pool: City of Centerville

Signature

Wayne Davis 95286052104E487

Signature Adoption: Pre-selected Style Using IP Address: 64.56.109.74

Status: Delivered

Envelope Originator: Jim Brinegar 100 West Spring Valley Centerville, OH 45458 jbrinegar@centervilleohio.gov IP Address: 64.56.109.74

Location: DocuSign

Location: DocuSign

Timestamp

Sent: 9/16/2020 1:32:05 PM Viewed: 9/16/2020 1:36:32 PM

Sent: 9/16/2020 1:32:05 PM Viewed: 9/17/2020 9:40:41 AM Signed: 9/17/2020 9:41:01 AM

Electronic Record and Signature Disclosure:
Accepted: 9/17/2020 9:40:41 AM
ID: b2c6af73-23b1-4088-b6cc-1c6fd917aeb2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Holly Bricker hbricker@centervilleohio.gov	COPIED	Sent: 9/16/2020 1:32:06 PM

Security Level: Email, Account Authentication (None)

Secretary to the City Manager

City of Centerville

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2020 1:32:06 PM
Certified Delivered	Security Checked	9/17/2020 9:40:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature	Disclosure	

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Centerville (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Centerville:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: kbostdorff@centervilleohio.gov

To advise City of Centerville of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kbostdorff@centervilleohio.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Centerville

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kbostdorff@centervilleohio.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Centerville

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kbostdorff@centervilleohio.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Centerville as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Centerville during the course of your relationship with City of Centerville.