

IN THE MATTER OF AGREEMENT BETWEEN THE  
OHIO DEPARTMENT OF TRANSPORTATION AND  
THE OHIO TURNPIKE COMMISSION FOR THE  
CONSTRUCTION OF THE INTERCHANGE OF  
INTERSTATE ROUTE 75 AND THE OHIO  
TURNPIKE IN WOOD COUNTY, OHIO.

AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 19, between the Ohio Department of Transportation, acting by and through its Director, being hereinafter referred to as ODOT, and the Ohio Turnpike Commission, a body corporate and politic in Ohio having powers conferred upon it by Sections 5537.01 to 5537.23, inclusive, of the Revised Code of Ohio, having its principal office at 682 Prospect Street, Berea, Ohio, acting by and through its Executive Director, being hereinafter referred to as the COMMISSION.

WITNESSETH:

WHEREAS, ODOT and the COMMISSION entered into agreement, ODOT No. 1388, dated June 18, 1965 for the construction of a pair of bridges and approaches to carry Interstate Route No. 75 over the Ohio Turnpike, east of Perrysburg in Wood County, Ohio at Ohio Turnpike Milepost 64.55, and

WHEREAS, ODOT and the COMMISSION now agree that the crossing should be upgraded to an interchange with the addition of a Toll Plaza to better serve the traveling public and will hereinafter be referred to as the PROJECT, and

WHEREAS, the parties hereto desire to carry out and accomplish this upgrading project by constructing the Interstate Route 75 - Ohio Turnpike Interchange, and to determine and agree upon the manner of doing the work required and agree upon the responsibility for costs and expenses.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties agree as follows:

SECTION 1 The Plans

The plans and specifications for constructing the PROJECT shall be prepared by the COMMISSION and shall be subject to approval by ODOT and the Federal Highway Administration prior to any commencement of work. The plans shall be made a part of this agreement by reference and be followed except for changes thereafter made as may be acceptable to both parties.

SECTION 2 Division of Responsibility

The COMMISSION shall award all construction contracts for the PROJECT, and have general charge of the construction work. Nothing herein shall deny the ODOT the right to place inspectors on work being done on its property and facilities.

### SECTION 3 Provision of Safety of Traffic

Safety and continuity of operations of the traffic on Interstate Route No. 75 shall be of, utmost importance and shall at all times be protected and safeguarded. Any contracts for work shall provide that the contractor give written notice to the ODOT District 2 Deputy Director, 317 E. Poe Road, Bowling Green, Ohio 43402 at least 24 hours in advance of the time the contractor intends to commence any work that will affect Interstate Route No. 75 traffic.

### SECTION 4 Right-of-way and Utilities

The COMMISSION shall be responsible for acquiring any additional right of way for the PROJECT and making any utility rearrangements caused by the PROJECT.

### SECTION 5 Costs

All costs for the PROJECT shall be borne by the COMMISSION.

### SECTION 6 Waiver of Damages Between Parties

Each party hereto waives, but only as against the other, any and all damages or right to claim damages to any of its property growing out of or any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

### SECTION 7 Bond and Insurance Requirements

The COMMISSION shall require its Contractor(s) to carry bonds, in accordance with Ohio Revised Code requirements, and a policy of public liability and property damage insurance, in accordance with current COMMISSION contract regulations, to protect the ODOT and COMMISSION against all loss or damage to property and injury to, or death of persons, and against all claims, deaths, expenses, suits or judgements arising because of, or resulting from the operations of the contractor, or its subcontractors, agents or employees.

### SECTION 8 Maintenance

Upon completion of the work, the ODOT shall, at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of Interstate Route 75 and connecting ramps to the Toll Plaza as shown on the Plans described in Section 1 hereof. The COMMISSION shall at its own costs and expense, maintain, repair and renew the Toll Plaza and related facilities and the connecting ramps and structures for the connection to the turnpike from the Toll Plaza, inclusive of the furnishing of electric power for roadway and sign lighting.

SECTION 9 Agreement for Benefit of Parties only

This Agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the ODOT and COMMISSION, its successors and assigns.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

(SEAL)

OHIO DEPARTMENT OF TRANSPORTATION

Attest \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Director

(SEAL)

OHIO TURNPIKE COMMISSION

Attest \_\_\_\_\_  
General Counsel

By \_\_\_\_\_  
Executive Director

12/21/88

OHIO TURNPIKE COMMISSION

Resolution Authorizing the Executive Director  
to take Immediate Action Concerning Award of  
Bridge Renovation Contracts, Roadway Resurfacing  
Contracts, Maintenance Building Renovation Contracts,  
and Sign Structure Contract

WHEREAS, the Commission has advertised and is preparing to advertise for bids for 31 bridge renovation contracts; three roadway repair and resurfacing contracts, three maintenance building renovation contracts and a contract for the construction of sign structures, such contracts being designated and described as follows:

Bridge Renovation Contracts

CIP 43-89-01 FTP 43-89-02	Nettle Creek Road, Milepost 6.2; Farmer Center Road, Milepost 9.0; S.R. 576, Milepost 10.2, Williams County, Ohio;
CIP 43-89-03	St. Joseph Beaver Road, Milepost 14.1, N & W Railroad, Milepost 14.2, Williams County, Ohio;
CIP 43-89-04	Tiffin River, Milepost 24.7, Fulton County, Ohio;
FTP 43-89-05	S.R. 66, Milepost 26.3, Fulton County, Ohio;
CIP 43-89-06	Pettisville-Morenci Road, Milepost 30.3, Tedrow-Morenci Road, Milepost 31.4, Hartman-Inlet Road, Milepost 32.5, Lena-Morenci Road, Milepost 33.2, Fulton County, Ohio;
CIP 43-89-07	Heller Lyons Road, Milepost 39.3, Liberty-Adrian Road, Milepost 41.1, Raker-Barden Road, Milepost 41.9; Delta-Santee Road, Milepost 42.4, Fulton County, Ohio;
CIP 43-89-08	Wilkins Road, Milepost 50.4, Eber Road, Milepost 53.5, Crissey Road, Milepost 54.8, Holloway Road, Mile- post 57.3, Manley Road, Milepost 58.6, Lucas County, Ohio;
CIP 43-89-09 FTP 43-89-10	Lime City Road, Milepost 65.4, Oregon Road, Milepost 67.2, WB S.R. 795, Milepost 65.1, Wood County, Ohio;
CIP 43-89-11	C & O RR, Milepost 70.2, Cummins Road, Milepost 70.3, S.R. 420 & I-280, Milepost 71.4, Wood County, Ohio;

CIP 43-89-12	Portage River, Milepost 80.5, Camper Road, Milepost 75.6, Ottawa County, Ohio;
FTP 43-89-13 CIP 43-89-14	S. R. 590, Milepost 85.5, Fought Road, Milepost 86.6, Four Mile House Road, Milepost 88.1, Sandusky County, Ohio;
CIP 43-89-15	Fangbonner Road, Milepost 91.1, Exit 6 Ramp over Turnpike, Milepost 91.6, Shannon Road, Milepost 93.0, Carley Road, Milepost 94.7, Exit 6 Ramp over S.R. 53, Milepost 92.0, Sandusky County, Ohio;
CIP 43-89-16	Yorktown Road, Milepost 100.2, Mugg Road, Milepost 102.3, Sandusky County, Ohio;
CIP 43-89-17 FTP 43-89-18	Northwest Road, Milepost 106.1, Sandusky County; Deyo Road, Milepost 107.5, Billings Road, Milepost 108.7, S.R. 269, Milepost 106.8, Erie County, Ohio;
CIP 43-89-19 FTP 43-89-20	Patten-Tract Road, Milepost 112.5, Thomas Road, Milepost 115.1, S.R. 13, Milepost 119.3, Erie County, Ohio;
CIP 43-89-21	Gore-Orphanage Road, Milepost 133.1, Vermilion Road, Milepost 135.0, South Amherst Road, Milepost 138.7, Oberlin Road, Milepost 141.3, Lorain, County, Ohio;
CIP 43-89-22	Stearns Road, Milepost 154.6, Cuyahoga County, Ohio;
CIP 43-89-23	Black Road, Milepost 174.1, Summit County, Ohio;
CIP 43-89-24 CIP 43-89-31	Boston Mills Road, Milepost 178.0, Old S.R. 8 over Turnpike, Milepost 179.5, NB S.R. 8 and SB S.R. 8, Milepost 180.0, Exit 12 Ramp, Milepost 180.3, Summit County, Ohio;
CIP 43-89-25	Stow Road, Milepost 184.7, Summit County, Ohio; S.R. 43, Milepost 188.2, Portage County, Ohio;
FTP 43-89-26 CIP 43-89-27	S.R. 88, Milepost 199.5, Stanley Road, Milepost 201.8, Horn Road, Milepost 204.8, Portage County, Ohio;
CIP 43-89-28	Mahoning Avenue, Milepost 219.8, Mahoning County, Ohio;
FTP 43-89-29 CIP 43-89-30	U. S. 224, Milepost 227.6, S.R. 170, Milepost 240.4, New Springfield Road, Milepost 235.6, Beard Road, Milepost 236.7, Mahoning County, Ohio;
FTP 43-89-32	S.R. 2, Milepost 52.9, Lucas County, Ohio;

Roadway Repair and Resurfacing Contracts

- CIP 59-89-01 Mainline Resurfacing at Milepost 144.0 to Milepost 153.5, Lorain and Cuyahoga Counties, Ohio;
- CIP 59-89-02 Mainline Resurfacing at Milepost 207.4 to Milepost 214.2, Trumbull County, Ohio;
- CIP 59-89-03 Mainline Resurfacing at Milepost 101.5 to Milepost 111.7, Sandusky and Erie Counties, Ohio;

Maintenance Building Renovation Contracts

- CIP 56-89-01 Swanton Maintenance Building, including Highway Patrol Post;
- CIP 56-89-02 Elmore Maintenance Building;
- CIP 56-89-03 Hiram Maintenance Building, including Highway Patrol Post;

Sign Structure Contract

- CIP 45-89-01 Contract for construction of overhead sign structures at various interchanges;

WHEREAS, it is imperative that the work to be performed under these contracts be commenced as soon as possible so as to take advantage of the construction season;

WHEREAS, it is estimated that the cost of each of the aforesaid contracts will exceed the \$250,000 limit of authorization heretofore granted by the Commission to the executive director with respect to the awarding of such contracts;

WHEREAS, the Commission desires to delegate to the executive director authority to make award of these contracts for the performance of the work of each of these projects so that such awards may be made immediately as soon as appropriate;

NOW, THEREFORE, BE IT

RESOLVED that with respect to the award of the contracts as set forth above, if, in the opinions of the executive director, the deputy executive director-chief engineer and the consulting engineer it is in the best interest of the Commission for an award to be made by the executive director in advance of any meeting of the Commission, the executive director hereby is authorized to award and enter into any contract or contracts and to take whatever other action, on behalf of the Commission, the executive director, with the approval of the deputy executive director-chief engineer and the consulting engineer, shall determine to be in the best interest of the Commission, notwithstanding any limitation imposed upon the authority of the executive director under any resolution heretofore adopted, provided that any award made and contract entered into pursuant to authority granted herein shall be approved by general counsel; and

FURTHER RESOLVED that the executive director shall inform the Commission of the actions taken hereunder; and

FURTHER RESOLVED that Resolution No. 4-1988 is hereby rescinded.

(Resolution No. 10-1988 adopted December 21, 1988)