

04/12/89

OHIO TURNPIKE COMMISSION

Resolution Approving Agreement with Ohio Department
of Transportation for Construction of Toll Interchange
at S.R. 2, (Airport Highway) and the Ohio Turnpike

WHEREAS, Resolution No. 1-1988 adopted by the Commission on March 21, 1988, approved the location, design and construction of a toll interchange with S.R. 2 (Airport Highway) and the Ohio Turnpike in the vicinity of Milepost 52.9 in Lucas County, Ohio;

WHEREAS, the Ohio Department of Transportation (ODOT) has approved the location and design of the proposed interchange at S.R. 2 and the Ohio Turnpike by Director Hurst's letter of July 26, 1988;

WHEREAS, a proposed agreement to cover the responsibility of ODOT and the Ohio Turnpike Commission ("Commission") in the design and construction of the interchange has been prepared and is attached hereto as Exhibit "A" and is incorporated by reference;

WHEREAS, the proposed agreement provides that all plans and specifications shall be prepared by the Commission and the portions affecting S.R. 2 shall be subject to approval by ODOT prior to any commencement of work; that all construction contracts will be awarded by the Commission and that all costs of the project, including needed right-of-way shall be the sole responsibility of the Commission; and

WHEREAS, such proposed agreement has been approved by the Commission's executive director, deputy executive director-chief engineer and the consulting engineers and is now before the Commission for approval as to its terms;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director be, and hereby he is, authorized to enter into an agreement with ODOT, as approved by general counsel, on the terms and conditions substantially as set forth in Exhibit "A".

(Resolution No. 3-1989 adopted April 12, 1989)

IN THE MATTER OF AGREEMENT BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE OHIO TURNPIKE COMMISSION FOR THE CONSTRUCTION OF THE INTERCHANGE OF STATE ROUTE 2 (AIRPORT HIGHWAY) AND THE OHIO TURNPIKE IN LUCAS COUNTY, OHIO

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 1989, 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 Section 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, the COMMISSION approved the location, design and construction of an interchange with S.R. 2 (Airport Highway) and the Ohio Turnpike in the vicinity of Milepost 52.9 in Lucas County, Ohio, by Resolution No. 1-1988, and

WHEREAS, the ODOT expressed its consent through Director Bernard Hurst's letter of July 26, 1988, in which he gave his approval for the location and design of the proposed interchange at S.R. 2 and the Ohio Turnpike, and

WHEREAS, the parties hereto desire to carry out and accomplish the construction of the S.R. 2 Ohio Turnpike Interchange, being hereinafter referred to as the PROJECT, 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 the portions affecting S.R. 2 shall be subject to approval by ODOT 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 S.R. 2 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 S.R. 2 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 each 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 judgments 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 S.R. 2. 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. The same division of responsibility applies to the furnishing of electric power for roadway and sign lighting except as may be otherwise delineated in the approved plans or subsequent agreements.

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.

OHIO DEPARTMENT OF TRANSPORTATION

(SEAL)

Attest _____
Secretary

By _____
Director

OHIO TURNPIKE COMMISSION

(SEAL)

Attest _____
General Counsel

By _____
Executive Director