

TRAFFIC CONTROL DEVICES CONTRACT

This contract, CT-_____, pursuant to Columbus City Council Ordinance No. 0745-03 is entered into on this date of _____, 2009, by and between the City of Columbus, State of Ohio, acting by and through its Director of Public Service, hereinafter designated the "City", and (**PROPERTY OWNER**), (FED ID # **XX-XXXXXX**), hereinafter designated "Property Owner".

WITNESSETH

That whereas the Property Owners are the owners of the following real properties:

(**SITE ADDRESS**), Franklin County Ohio Tax Parcel ID **XXX-XXXXXX**, the legal description of which is fully described in the attached Exhibit A,

Whereas, the City agrees to provide traffic control services to both Property Owner in order to facilitate ingress and egress to and from said properties by designing, installing, and maintaining "Warranted" traffic control devices (including but not limited to traffic signs, signals and pavement markings) for the purpose of regulating, warning, or guiding traffic in accordance with the Traffic Code of the City of Columbus, the Ohio Manual of Uniform Traffic Control Devices, and under the terms of this contract; and,

Whereas, the Property Owner agree herein to provide the City with non-exclusive easements to said properties for the purpose of installing and maintaining "Warranted" traffic control devices which are required for the proper operation of the traffic control devices at the intersection of (**PUBLIC THROUGH STREET**) at (**PUBLIC SIDE STREET**) and the driveway for the Property Owner. (For future reference purposes this intersection has been designated as Intersection No. **XXXX** by the City of Columbus.)

Now, therefore, in consideration of the mutual agreements herein contained, the parties hereto mutually agree to as follows:

INSTALLATION

- (1) The City agrees to prepare a complete traffic control device plan for said intersection which includes a signal installation design, an intersection signage layout and an intersection pavement marking layout. Owner agrees to pay **Share%** of the design costs incurred in the development of this plan.
- (2) Owner agrees to pay **Share%** of the costs incurred in the installation of all traffic control devices as detailed in the above plan.
- (3) The City agrees to place orders for the procurement and installation of the following traffic control materials or devices: controller, cabinet assembly, pedestrian and vehicular detection devices, loop sealant, poles, cable, messenger wire, signal heads, pull boxes, pavement marking material, and traffic control signs. The City agrees to install said traffic signal materials.

- (4) The total labor, material, and equipment cost, payable to the City as outlined above, for the installation of the traffic signal, pavement markings, and signing work covered in paragraphs 1 through 5 shall not exceed \$ **DOLLAR**.

MAINTENANCE

- (5) The Property Owner agrees to pay the City an annual maintenance fee of \$**XXX.XX** (which is **XX%** percent of total annual maintenance fee, \$**XXXX.00**) for this intersection. This fee will cover costs that are associated with timing adjustments and routine maintenance, response calls. A routine maintenance, response call shall be defined by the City as a "730" type of maintenance call for signal control problems including, but not limited to, minor problems with span, cable, signal-pedestrian heads, push buttons and span mounted signs; communication failures inside the cabinet; controller malfunctions; cabinet problems (load switches, flasher, conflict monitor, detector units, etc.); testing of the cabinet conflict monitor; and bulb outages. This maintenance fee does not cover costs associated with non-routine service calls such as major problems with cable, span, or signal-pedestrian heads; communication problems outside the cabinet; signal equipment knockdowns; or items which are covered in paragraphs elsewhere in this contract. Engineering time, if applicable, will be charged for all non-routine service calls. All charges shall be at the City's actual cost for equipment, labor, and material, etc., plus its standard overhead rate at the time of service.
- (6) The Property Owner agrees to pay **XX%** of the electric cost to operate the traffic signal installation.
- (7) The Property Owner agrees to pay **XX%** of the total cost for the purchase and installation of signal materials not mentioned in paragraph (5) if the materials become obsolete or unserviceable due to normal wear, construction activities, vandalism, accidents or any other condition as would be determined at the sole discretion of the City. This may include but not be limited to any cabinet assembly item, pole assembly item, span, any cable or cable item, vehicular and/or pedestrian signal head, push button assembly item, and pull box-conduit system item.
- (8) The Property Owner agrees to pay 100% of the total cost to replace traffic signal components, signage and pavement markings in as well as those serving access to the Property Owner's driveway approach, the **N/E/S/W** leg of this intersection, the through lane from (**PUBLIC SIDE STREET**) and in the **N/E/S/W** bound turn lane on (**PUBLIC THROUGH STREET**) whether installed now or at any time. The City agrees to replace the traffic signal components, signage and pavement markings in as well as those serving access to (**PUBLIC SIDE STREET**), the **N/E/S/W** leg of this intersection, and the **N/E/S/W** bound left turn lane on (**PUBLIC SIDE STREET**) at its cost. The Property Owner agrees to pay the City **XX %** of the total cost to replace traffic signal components, signage and pavement markings in the through lanes on (**PUBLIC THROUGH STREET**).
- (9) The Property Owner agree to maintain the driveway approach from the Property Owner's property in good condition such that installed traffic control devices can be maintained in proper working condition. Upon notification from the City that the approach is in need of repair, the Property Owner shall make repairs as soon as reasonably practical at 100% Property Owner's cost. The total cost for any repairs to traffic control devices as a result of bad pavement conditions on the Property Owner's approach shall be paid by the Property Owner. The Property Owner shall notify the City as far in advance as practicable of any scheduled construction activity (resurfacing, repairs, etc.) on the Property Owner's approach which would damage, or alter, existing traffic control facilities. A failure by the

Property Owner to notify the City in compliance with this paragraph could result in a hazard to the travelling public and the property owners would bear sole responsibility and liability for such hazard.

CHANGES IN OPERATION

- (10) The Property Owner agrees to pay according to the term of paragraph number four (8) for making changes in the traffic control components as would be determined at the sole discretion of the City to be in the best interest of proper signal operation and public safety and for revisions that may be required to conform to any new laws and/or standards of the State of Ohio or the City of Columbus.
- (11) The Property Owner agrees to pay 100% of the total cost for the purchase and installation of any material required to make warranted changes in the traffic signal components, signage and pavement markings as requested by the Property Owner and as determined by the City to be in the best interest of proper signal operation and public safety.

GENERAL INFORMATION

- (12) In the event of any revision or addition to the above mentioned traffic control devices that results in an anticipated cost in excess of \$1,000.00, the City agrees to notify the Property Owner prior to making such changes. Emergency repairs shall be responded to immediately and the Property Owner will be contacted as soon as possible afterwards.
- (13) The Property Owner's responsibility as described in this contract shall begin on the activation date of this traffic signal. A fully executed copy of this contract shall be mailed to the Property Owners upon completion. The City agrees to submit to the Property Owner itemized bills for the maintenance fee, electric cost, materials, labor, actual engineering costs, and equipment in regard to the previous paragraphs and the Property Owner in turn agree to make payment of such bills within thirty (30) days.
- (14) If any of the traffic control devices covered by this contract are damaged by a third party the City shall first seek reimbursement for the repair cost from the third party and/or their insurer prior to including such costs in the amount to be reimbursed by the Property Owner under this contract. Any funds recovered from a third party and/or their insurer for damage to the traffic control devices covered by this contract subsequent to the Property Owner's payment of invoice(s) related to this damage shall be reimbursed to the Property Owner at their share percentage within thirty (30) days after receipt of the recovered funds.
- (15) All traffic control device materials shall become the property of the City.
- (16) In the event this contract is terminated all traffic control devices relating to the Property Owner's property may be removed at the sole discretion of the City. The Property Owner agrees to pay the City 100% of all costs involved in the removal of traffic control devices directly related to the Property Owner's property plus **XX** % of all removal costs for removing the remaining signal installation, if so removed.

TRANSFER OF PROPERTY

Any sale, transfer or conveyance of real property ownership, or lease of the properties shall include in the sale, transfer or conveyance, or lease documents a provision that the purchaser or lessee acknowledges, understands, and agrees to be

bound by the conditions, covenants, restrictions, obligations, and easements herein set forth. All sales or transfers or conveyances of the ownership shall be reported by the holder of title upon completion of the transaction to the City by certified mail indicating the real property involved, the seller and the purchaser. Failure to notify the City of such transaction shall cause an encumbrance to run with the property concerned until such encumbrance is relieved from the property by the giving of said notice to the City. This contract shall be recorded with the Franklin County, Ohio Recorder's Office.

SEVERABILITY CLAUSE

In the event any of the conditions, covenants, restrictions, obligations, and easements contained in this instrument or any part thereof should be declared void or for any reason unenforceable, the validity and binding effect of the others shall be unimpaired and unaffected and the same shall remain in full force and effect.

TERMINATION OF THE CONTRACT SHALL OCCUR:

This contract shall remain in full force and effective between the parties until such time as the signal is removed on the basis the signal no longer meets the warrants as required in the Ohio Revised Code and outlined in the Ohio Manual of Uniform Traffic Control Devices. Removal costs shall be paid per the terms of paragraph (16).

Notices

Any notice required or desired to be given to the party(ies) to be notified, by postage prepaid, certified United States Mail, return receipt requested, as follows:

City: Public Service Department
Office of Support Services
109 North Front Street, Ground Floor
Columbus, Ohio 43215
Attn: Bill Warner, (614) 645-7990

Property Owner: **(PROPERTY OWNER)**
(ADDRESS)
Attn: **(CONTACT NAME & PHONE #)**

In witness, whereof, the parties have hereunto set their hands to this contract as the respective duly authorized agents as of the day and year first stated above.

(PROPERTY OWNER)

By _____

(Print Signer's Name)

Title _____

City of Columbus, Ohio
Department of Public Service

Mark Kelsey
Director of Public Service

Approved as to form:

City Attorney

SIGNATURE AUTHORIZATION AFFIDAVIT
(To be filled out for all Traffic Control Devices Contracts)

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and
(affiant)*

says that he or she is _____ of _____,
(title) (organization name)

a corporation, partnership, or limited liability company organized and existing under and
by virtue of the laws of the STATE OF _____, and having its
principal office at

(number & street) (city)

(county) (state)

Affiant further says that he or she is familiar with the records, minute books and by-laws
of _____
(name of organization)

Affiant further says that _____
(name of person signing agreement)

_____ of the corporation, partnership, or limited liability
(title)

company and is duly authorized to sign this Traffic Control Devices Contract for
(PROPERTY OWNER), the said corporation, partnership, or limited liability company by
virtue of

(state whether a provision of by-laws or a resolution of Board of Directors. If by
resolution, give date of adoption.)

AFFIANT *

Sworn to before me and subscribed in my presence this _____ day of
_____, 20 ____.

NOTARY PUBLIC _____

My Commission Expires: _____

* Affiant must be someone (Officer, Partnership, or Member) other than the signer of the agreement.