

September 28, 2023

Bridging the Gap: Capping Fort Washington Way

Appendix D: Supporting Documents



Bryan Williams
City of Cincinnati
801 Plum Street
Cincinnati, OH 45202
(513) 352-4506
Bryan.Williams@cincinnati-oh.gov



Letter of Funding Commitment

September 25, 2023

The Honorable Pete M. Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, District of Columbia 20590

Dear Secretary Buttigieg,

It is our great pleasure to present this project and commitment of partnership and funding to ensure the success of ***Bridging the Gap: Capping Fort Washington Way***. This Reconnecting Communities and Neighborhoods (RCN) funding request is submitted by the City of Cincinnati, though the project reflects a true collaboration with local partners including City of Cincinnati, Hamilton County, and the private sector, led by the Cincinnati USA Regional Chamber, along with the Cincinnati Parks organization.

As indicated within the application, Bridging the Gap: Capping Fort Washington Way is the realization of three-decades of community visioning, zoning changes, incremental construction projects, and improved community engagement that will reclaim and construct 5-acres of usable land above an existing interstate, that physically bridges the City's central business and jobs-opportunity area with the newly repopulated riverfront.

This project will be realized through partnership with US DOT via the RCN program. With a total project cost of \$187.3 Million, the project partners are committed to meeting the local match requirement of \$37.5 Million. This will be sourced from multiple existing funding streams, including:

- City and County Capital funding via local operating budgets,
- Joint City and County State of Ohio capital funding grants (2024, 2026, 2028),
- State funding and entitlements granted to MPO,
- City-established Tax Increment Financing district,
- Voter-approved sales tax levy to the local Transit Infrastructure Fund,
- Grants and endowment-financing via Cincinnati Parks,
- Private fundraising led by the Cincinnati USA Regional Chamber

The project also leverages more than \$10 Million of local investment from this same alliance of named project partners more than two decades ago that laid the foundation for our project

today. That foresight by our predecessors will ensure that the streets that surround the future public space are designed to promote safe access for all.

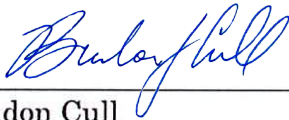
Sincerely,



Sheryl M. M. Long
City of Cincinnati City Manager

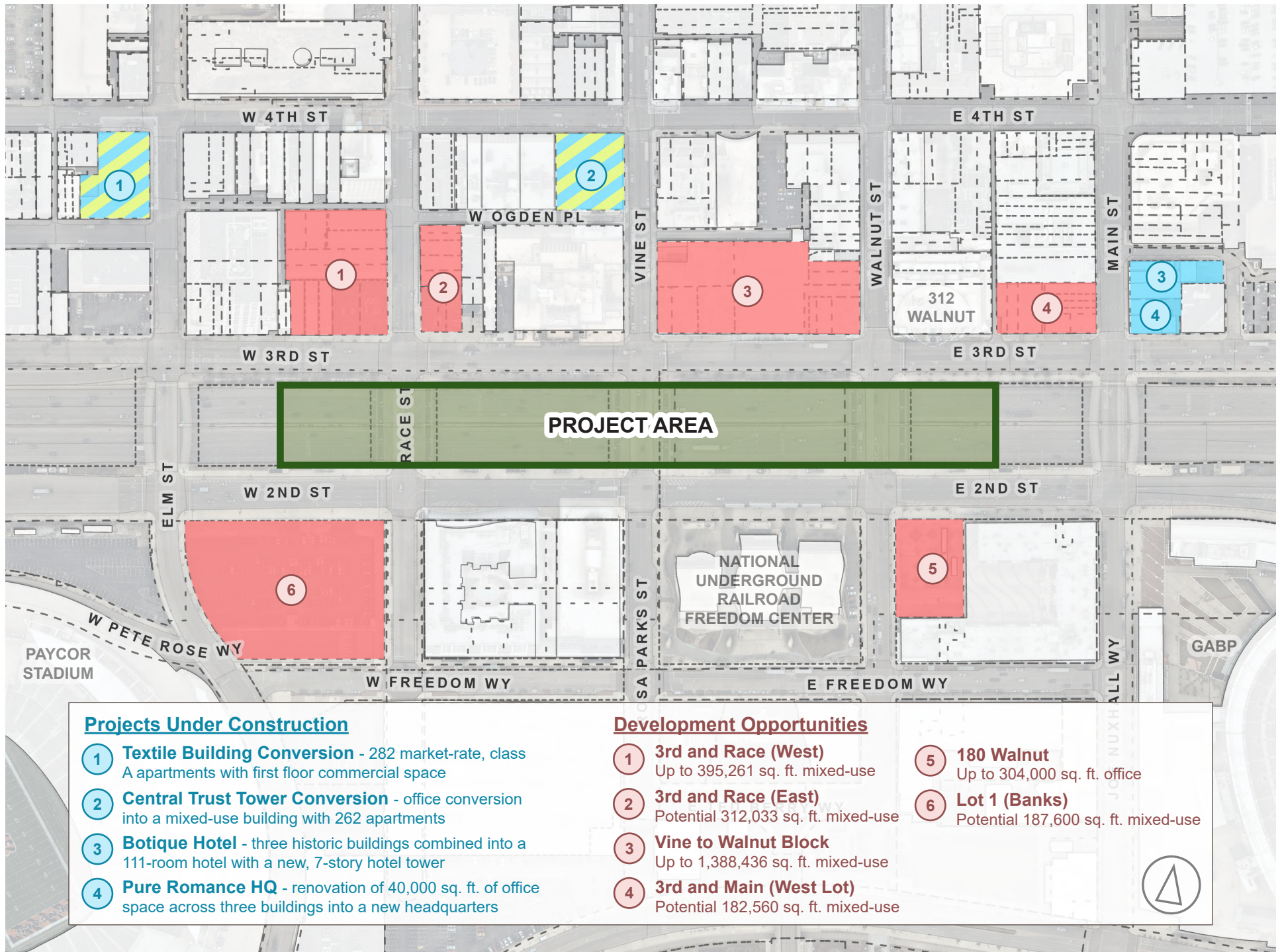


Jeff Aluotto
Hamilton County Administrator



Brendon Cull
Chamber President & CEO

Map of Economic Development Opportunities



Full list of Area of Persistent Poverty Census Tracts

County	TractName	APP_County	APP_Tract	HDC_Tract
Hamilton County	Census Tract 2	Yes	Yes	Yes
Hamilton County	Census Tract 9	Yes	Yes	No
Hamilton County	Census Tract 10	Yes	Yes	No
Hamilton County	Census Tract 11	Yes	Yes	No
Hamilton County	Census Tract 16	Yes	Yes	No
Hamilton County	Census Tract 17	Yes	Yes	No
Hamilton County	Census Tract 22	Yes	Yes	No
Hamilton County	Census Tract 23	Yes	Yes	No
Hamilton County	Census Tract 25	Yes	Yes	No
Hamilton County	Census Tract 26	Yes	Yes	Yes
Hamilton County	Census Tract 27	Yes	Yes	No
Hamilton County	Census Tract 28	Yes	Yes	No
Hamilton County	Census Tract 30	Yes	Yes	No
Hamilton County	Census Tract 32	Yes	Yes	Yes
Hamilton County	Census Tract 33	Yes	Yes	No
Hamilton County	Census Tract 36	Yes	Yes	No
Hamilton County	Census Tract 37	Yes	Yes	No
Hamilton County	Census Tract 38	Yes	Yes	No
Hamilton County	Census Tract 39	Yes	Yes	No
Hamilton County	Census Tract 41	Yes	Yes	No
Hamilton County	Census Tract 66	Yes	Yes	No
Hamilton County	Census Tract 68	Yes	Yes	Yes
Hamilton County	Census Tract 69	Yes	Yes	No
Hamilton County	Census Tract 70	Yes	Yes	No
Hamilton County	Census Tract 77	Yes	Yes	Yes
Hamilton County	Census Tract 81	Yes	Yes	Yes
Hamilton County	Census Tract 82.02	Yes	Yes	Yes
Hamilton County	Census Tract 84	Yes	Yes	Yes
Hamilton County	Census Tract 86.01	Yes	Yes	No
Hamilton County	Census Tract 88	Yes	Yes	Yes
Hamilton County	Census Tract 92	Yes	Yes	Yes
Hamilton County	Census Tract 93	Yes	Yes	Yes
Hamilton County	Census Tract 94	Yes	Yes	Yes
Hamilton County	Census Tract 95	Yes	Yes	Yes
Hamilton County	Census Tract 96	Yes	Yes	No
Hamilton County	Census Tract 97	Yes	Yes	No
Hamilton County	Census Tract 98	Yes	Yes	Yes
Hamilton County	Census Tract 100.02	Yes	Yes	No
Hamilton County	Census Tract 100.03	Yes	Yes	Yes
Hamilton County	Census Tract 100.04	Yes	Yes	No
Hamilton County	Census Tract 100.05	Yes	Yes	No
Hamilton County	Census Tract 101	Yes	Yes	Yes
Hamilton County	Census Tract 102.01	Yes	Yes	No
Hamilton County	Census Tract 103	Yes	Yes	Yes
Hamilton County	Census Tract 109	Yes	Yes	Yes
Hamilton County	Census Tract 209.02	Yes	Yes	No
Hamilton County	Census Tract 252	Yes	Yes	No
Hamilton County	Census Tract 255	Yes	Yes	No
Hamilton County	Census Tract 256	Yes	Yes	No
Hamilton County	Census Tract 263	Yes	Yes	No
Hamilton County	Census Tract 264	Yes	Yes	No
Hamilton County	Census Tract 265	Yes	Yes	No
Hamilton County	Census Tract 267	Yes	Yes	Yes
Hamilton County	Census Tract 269	Yes	Yes	Yes
Hamilton County	Census Tract 270	Yes	Yes	Yes
Hamilton County	Census Tract 272	Yes	Yes	Yes

*Maintenance Agreement between the Ohio Dept. of
Transportation and the City of Cincinnati*

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE CITY OF CINCINNATI, OHIO**

This Memorandum of Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as "ODOT" and the City of Cincinnati, 801 Plum Street, Cincinnati, Ohio 45202, acting by and through the City Manager, hereinafter referred to as the "CITY" and collectively referred to as the "PARTIES."

WHEREAS, pursuant to Ohio Revised Code Section 5501.31 and Chapter 5521, the Director of the Department of Transportation shall have general supervision of all roads comprising the State Highway System and the Director may enter into such contracts with municipal corporations regarding the maintenance of such roads within the limits of a municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code Chapter 5521, the Director of Transportation, upon request from a municipal corporation, may maintain or repair any section of the state highway system within the limits of a city; and

WHEREAS, the PARTIES have had multiple agreements regarding maintenance of certain roads within the CITY limits (ODOT Agreement Numbers 8969, 10784 and 11218) that have been amended numerous times throughout the years; and

WHEREAS, the PARTIES desire to capture all the amended terms and conditions in one current agreement and rescind these older agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, it is hereby agreed as follows:

I. ESTABLISHMENT OF ODOT AND CITY RAMP AND BRIDGE SYSTEM

A. The CITY and ODOT mutually agree that the system limits detailed in this Section are to facilitate maintenance, inspection and future reconstruction of their respective systems. The limits established under this Section are independent of ODOT's Base Highway Reference System, Roadway Inventory and Ramp Inventory. ODOT has ownership of the locations listed as part of the ODOT system in this Section. The CITY has ownership of the locations listed as part of the CITY system in this Section. (See Attachment A.)

1. Bridge 4, Unit 1 (Ramp B)

HAM-75-0023 R, SFN: 3103234, I-75 SB Exit Ramp to Second St.

ODOT's bridge begins at Ramp B Sta. 401+287.910 and ends at Ramp B Sta. 401+484.000. The ending station is the centerline of Pier "4-4". Pier "4-4" and

the expansion joint at Pier '4-4' is on the ODOT System and is inventoried as part of Bridge No. HAM-71-0040, SFN: 3106020.

2. Bridge 2 (Ramp C) and Bridge 4, Units 2 and 3 (Ramp B and D)
HAM-71-0040, SFN: 3106020, I-71 NB and I-75 SB Exit Ramps to Second St.

ODOT's bridge begins at two points – Ramp C Sta. 402+126.314 and Ramp D Sta. 403+249.800 – and ends at Ramp B Sta. 401+735.000. Pier '4-4' and the expansion joint at this location is on the ODOT System. Pier '4-10' and the expansion joint at this location is on the CITY System.

3. Bridge 29 (Ramps K, L, and LL)
CIN-Secon-0080, SFN: 3160866, Second St.

This structure is on the CITY System. The bridge terminates at Ramp K Sta. 413+286.950. The expansion joints between Bridge 29 and Bridges 22 and 23 is on the CITY System.

4. Bridge 5A
HAM-42-0000, SFN: 3102246, Approach to the Clay Wade Building

The widened portion of this structure is on the ODOT System. Particularly the beam lines (Sta. 402+999.071 to Sta. 403+105.468), pier columns and caps (Piers '5D-1', '5D-2', '5D-3', and '5D-4'), and the expansion joint at the intersection with Second St. The concrete backwall supporting the slab of Second St. at Pier '5D-4' is part of the CITY System.

5. Ramp E

The ODOT System begins at the West edge of pavement of Elm St., Sta. 404+000.

6. Ramp M

The ODOT System ends at the East edge of pavement of Broadway St., Sta. 415+012.

7. Ramp N

The ODOT System ends at the East edge of pavement of Broadway St., Sta. 416+010.

II. OBLIGATIONS OF THE CITY

- A. The CITY agrees to the following regarding Interstates I-71, I-74, I-75, and I-471 within the municipal limits of the CITY:

1. Operate and maintain all traffic signals at interstate ramp terminals.

2. Maintain and repair all highway lighting.
 3. Maintain and repair all overhead sign lighting.
- B. The CITY agrees to the following regarding Fort Washington Way:
1. Maintain and repair all highway lighting, bridge underdeck lighting and overhead sign lighting in the trench and ramp areas.
 2. Perform and bear all costs to maintain and repair any lighting on the overhead bridges.
 3. All maintenance shall comply with Federal authorization or with advance approval by the Federal Highway Administration and ODOT.
- C. The CITY agrees to the following regarding the bridges above Fort Washington Way (also known as Bridge Numbers 11-15):
1. Inspect annually, inventory and maintain the four (4) cable-stay pedestrian bridges adjacent to the bridges at Elm and Main Streets (also known as Bridges 11A (Western and Eastern Cable Stayed) and 15A (Western and Eastern Cable Stayed)) and bear all costs for inspection, maintenance and rehabilitation for the life of these structures including the tower supports. A copy of such inspections reports and any future revisions to the inventory shall be submitted to ODOT.
 2. Inspect, maintain and bear all costs related to all enhancement items attached to the bridges at Elm, Race, Vine, Walnut and Main Streets (also known as Bridges 11, 12, 13, 14 and 15) including but not limited to special lighting, signing and supports, landscaping, planters, drainage related to planters on the structures, bridge fencing and painting. Any such maintenance shall be responded to within thirty (30) days of being notified by ODOT.
 3. Maintain and repair the wearing surface on the bridges carrying the municipal streets of Elm, Race, Vine, Walnut and Main (also known as Bridges 11, 12, 13, 14 and 15) over the interstate highway and bear all related costs. Changes to the type or depth of wearing surface will not be permitted without prior approval by ODOT.
 4. Remove snow and place abrasives and chemicals for ice control on the bridges carrying the municipal streets of Elm, Race, Vine, Walnut and Main (also known as Bridges 11, 12, 13, 14 and 15) over the interstate highway and bear all related costs.
 5. Furnish, install, maintain and repair all signs, pavement markings and other traffic control devices on the bridges carrying the municipal streets of Elm, Race, Vine, Walnut and Main (also known as Bridges 11, 12, 13, 14 and 15) over the interstate highway in accordance with the Ohio Manual of Uniform Traffic Control Devices and bear all related costs.

6. Bear all costs for inspection of any light rail rapid transit appurtenances attached to the structures.
 7. Maintain all drainage on and below the superstructure, including drainage related to planter boxes, and bear all related costs.
 8. Perform and bear all costs for all routine maintenance and repair including any rehabilitation of all special bridge underdeck lighting that is not in accordance with ODOT standards.
- D. The CITY agrees to the following regarding the Fort Washington Way Trench Retaining Walls:
1. Perform all routine maintenance and repair to the enhancements (decorative panels and anchorage system).
 2. Repair and replace as necessary the Vandal Protection Fencing mounted to the tops of the retaining walls and bear all costs beyond the reimbursement by ODOT set forth in Section III. C. 2. below.
 3. All maintenance and repairs shall comply with Federal authorization or with advance approval by the Federal Highway Administration and ODOT.
- E. The CITY agrees to the following regarding any additional enhancement items Interstates I-71, I-74, I-75, and I-471 within the municipal limits of the CITY:
1. Perform all routine maintenance and repairs.
 2. Repair or replace any damaged installations.
 3. Cover any and all costs for the maintenance, repair and replacement beyond the reimbursement by ODOT for a standard, non-enhancement item.
- F. The CITY agrees to be responsible for all traffic related items serving the local highway system.
- G. In performing and fulfilling all its obligations, the CITY shall use its own personnel, equipment and materials. Except where indicated specifically in this Agreement that the CITY shall bear all or a portion of the cost, the CITY shall be eligible for reimbursement by ODOT for costs incurred for the maintenance, repair, lighting subject to the provisions of Section VII of this Agreement.

III. OBLIGATIONS OF ODOT

- A. ODOT agrees to the following with regard to I-71, I-74, I-75 and I-471:
1. Maintain all other aspects of maintenance that are not considered enhancements.

B. ODOT agrees to the following regarding Fort Washington Way:

1. Maintain all aspects of the Pumping Station and install, remove, store and maintain the Transit Center flood doors consistent with the Metropolitan Sewer District's (MSD) Flood Protection Plan and the CITY's Pumping Station and Flood Door Installation Standard Operating Procedure Manual entitled Design and Operation of Stormwater Pumping Station – Fort Washington Way, January 2003 and Fort Washington Way 2000 Storm Water Pumpouse Documents Volumes I and II.
2. Reimburse the CITY for the actual cost for their obligations pertaining to lighting maintenance, repair and replacement including the actual cost of the replacement of lamps, ballasts, lens cleaning and energy usage or the cost of a standard ODOT installation, whichever is less.
3. Maintain the bridge inventory information and perform annual inspection for the roadway structures over I-71: Elm Street, Race Street, Vine Street Walnut Street and Main Street (also known as Bridges 11, 12, 13, 14 and 15) and send copies to the City.

C. ODOT agrees to the following regarding the Fort Washington Way Trench Retaining Walls:

1. Perform all routine maintenance and repair to the portions of the retaining wall that are not considered enhancement items.
2. Reimburse the CITY for the costs of repairing or replacing the Vandal Protection Fencing (VPF) mounted to the tops of the retaining walls equal to the actual replacement cost or the cost of a standard ODOT VPF, whichever is less.

D. ODOT agrees to the following regarding Lytle Park tunnels:

1. Maintain all aspects of the Lytle Park tunnels.

IV. OBLIGATIONS OF THE PARTIES

- A. In the event the PARTIES determine that any work needed is beyond the scope of the work normally performed by regular maintenance and repair forces, such work shall be performed by contract through competitive bids as provided by the laws of the State of Ohio. ODOT shall submit the proposal to the CITY for notice and approval for the purpose of scheduling and funding obligations.
- B. The PARTIES agree that all costs for maintenance and repair including any rehabilitation for the design life of the bridges carrying Elm, Race, Vine, Walnut and Main Street (also known as Bridges 11, 12, 13, 14 and 15) shall be borne by the Party performing the work.

- C. The PARTIES agree that any items of maintenance not covered by this Agreement shall be the subject of an Amendment pursuant to Section XI.F. of this Agreement.
- D. Periodic inspections may be performed jointly by the PARTIES at the request of either party.
- E. Any ODOT funded or jointly funded contract repairs will be administered through ODOT with input from the CITY. Contract repairs funded 100% by the CITY shall be administered through the city with ODOT coordination and approval.

V. DEFINITIONS

- A. "Maintenance" refers to routine maintenance which shall include, but not be limited to: pothole patching; pavement repairs to include partial and limited full depth repair; shoulder restoration; cleaning, washing, joint sealing and deck sealing; expansion joint cleaning; resetting rocker-type bearings, bearing cleaning, painting or replacement; spot cleaning and painting; graffiti removal; railing, parapet and sidewalk repair; guardrail replacement/repair including attachments; removal of loose concrete and spall repairs (abutments, piers and deck); pavement markings; flat sheet sign and support replacement and repair; mowing; herbicidal spraying; clearing roadway and curb surfaces; litter pick up; snow and ice removal, and catch basin repair.
- B. "Enhancement" is defined as any item that is not in ODOT's Standard Drawings or Standard Practices and includes the "West Virginia" sign supports and may include highway lighting and bridge underdeck lighting.

VI. TERM OF AGREEMENT

- A. This agreement shall commence on July 1, 2019 and shall expire June 30, 2021.
- C. This agreement may be extended for up to ten (10) additional two-year (2-year) periods upon a ninety (90) day notice by ODOT to the CITY and upon agreement of the PARTIES.
- D. This agreement may be terminated at any time by either party giving ninety (90) days' written notice to the other party.

VII. COMPENSATION/REIMBURSEMENT

- A. In consideration for the promises and performance of the CITY as set forth herein, ODOT agrees to reimburse the CITY, upon actual receipt of proper invoices, for the actual cost of the eligible reimbursable work performed by the CITY.
- B. The CITY shall prepare itemized statements of the work performed and present these statements to ODOT on the first of each month following the completion of any work. The price to be included shall be the total cost borne by the CITY.

- C. The reimbursement shall constitute full compensation to the CITY for furnishing all labor, equipment and materials necessary to fulfill the CITY's reimbursable obligations as set forth in this Agreement.
- D. The amount of any one-time maintenance activity shall be limited to \$3,000.00 without consent from both the CITY and ODOT. ODOT coordination and approval must be obtained on any CITY-administered projects.
- E. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODOT shall make prompt payment for any services acquired from the CITY. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODOT. If ODOT determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the CITY. ODOT shall notify the CITY in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- F. In the event a dispute arises regarding payment, notification of such dispute shall be sent to the Director of the Ohio Department of Transportation and a designated representative of the City of Cincinnati, in writing, within 90 days of discovery of such dispute. In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the Director and a designated representative of the City of Cincinnati shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute regarding payment shall be resolved within a reasonable period of time.
- G. The CITY expressly understands that ODOT does not have the ability to compensate the CITY for invoices submitted after the State of Ohio purchase order has been closed. The CITY must submit final invoices for payment no later than ninety (90) days after the ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

VIII. CERTIFICATION OF FUNDS AND AUTHORITY TO REIMBURSE

- A. It is expressly understood and agreed by the PARTIES that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, Ohio Revised Code Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the STATE gives the CITY written notice that such funds have been made available to ODOT by ODOT's funding source.

- B. It is expressly understood by the PARTIES that the authority for ODOT to reimburse a municipal corporation for their repairing, improving and providing of lighting upon interstate highways is tied to the temporary and uncodified language inserted into the biennial transportation budget. Failure of this language to be inserted into any current biennial transportation budget bill shall relieve ODOT from all obligations of reimbursement but shall not relieve the PARTIES from their joint and separate obligations as set forth in Sections I, II and III of this Agreement.
- C. It is expressly understood by the PARTIES that the CITY's obligations are subject to the determination by the CITY that sufficient funds have been appropriated by the CITY's Council for the purpose of this Agreement, and to the certification of funds by the CITY's Director of Finance. If the City Council determines sufficient funds shall not be appropriated for the purpose of this Agreement or if the Director of Finance fails to certify the availability of funds, this Agreement or any renewal thereof shall be terminated on the date the funding is found not to be available.

IX. RECORD KEEPING

- A. The CITY shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.
- B. All records relating to cost, work performed, supporting documentation for invoices submitted to ODOT, and copies of materials produced under or pertaining to this Agreement will be retained by the CITY in accordance to the appropriate records retention schedule. If any records are destroyed prior to the date as determined by the records retention schedule, the CITY agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- C. The CITY agrees to retain all records in accordance to any litigation holds that are provided to them by ODOT, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require that the CITY keep the records longer than the approved records retention schedule. At the conclusion of the litigation hold, ODOT shall notify the CITY, and the retention can resume based on the approved records retention schedule. If the CITY fails to retain the pertinent records after receiving a litigation hold from ODOT, the CITY agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

X. COMPLIANCE WITH LAWS

- A. The CITY agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.
- B. The CITY agrees to comply with all applicable state and federal laws regarding drug-free workplace. The CITY shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- C. The CITY certifies that it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code and will take no action inconsistent with those laws.
- D. The CITY accepts full responsibility for payment of all taxes, including, without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by the CITY in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.
- E. The CITY shall provide its own worker's compensation coverage throughout the duration of the agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the CITY, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this agreement. The CITY is hereby released from any and all liability for injury received by ODOT, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.
- F. Equal Employment Opportunity.
 - 1. In carrying out this Agreement, the CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), ancestry, handicap, age (40 years or older), or military status (past, present or future). The CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), ancestry, handicap, age (40 years or older), or military status (past, present or 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. The CITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), ancestry, handicap, age (40 years or older), or military status (past, present or future).

XI. GENERAL PROVISIONS

- A. This agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- B. Nothing stated in this Agreement shall inure to the benefit of any third parties.

- C. Neither this Agreement 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.
- D. Each party hereto shall be responsible for liability associated with that party's own errors, actions, or failures to act.
- E. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- F. Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the PARTIES consent to modifications of the contract, then an amendment shall be drawn, approved and executed in the same manner as the original agreement.
- G. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- H. The provisions of this Agreement are severable and independent. If any provision of this Agreement shall be determined to be unenforceable in whole or in part or held to be contrary to law by a court of competent jurisdiction, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- I. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XII. RESCISSION

Upon the execution of this Agreement, the prior Agreements between the PARTIES, ODOT Contract Numbers 8969, 10784, 11218 and 11552 are hereby rescinded.

XIII. NOTICE

Notices under this Agreement shall be directed as follows:

City of Cincinnati
Dept. Transportation & Engineering
801 Plum Street, Room 450
Cincinnati, Ohio 45202

Ohio Department of Transportation
District 08
505 South State Route 741
Lebanon, OH 45036

XIV. SIGNATURES

- A. Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.
- B. 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 of any other party delivered in such a manner as if such signature were an original.

(the remainder of this page is intentionally left blank)

The parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

STATE OF OHIO
Department of Transportation

By: Jack Marchbanks/TCC
Jack Marchbanks, Director

Date: June 18, 2019

Approved as to Form:

[Signature]
ODOT Division of Chief Legal

CITY OF CINCINNATI, OHIO

By: [Signature]
Patrick A. Duhaney, City Manager

Date: 6/14, 2019

Recommended by:

[Signature]
Jerry Wilkerson, Director
Department of Public Services

[Signature]
Joseph C. Vogel Director
Department of Transportation and
Engineering

[Signature]
Diana Christy, Interim Director
Metropolitan Sewer District

Approved as to Form:
[Signature]
Assistant City Solicitor

Certification of Funds:

Date: 6/10/2019

Funding:

Amount:

**CERTIFICATION OF
FUNDS NOT REQUIRED**

ANC
Reginald Zeno, Finance Director

[Signature]
Kevin S. Alder

ATTACHMENT A

<u>FWW BRIDGE NO.</u>	<u>PID</u>	<u>C·R·S</u>	<u>STATE STRUCTURE FILE NUMBER</u>
2	18433	HAM-FWW-CC7	3106020
3	18431	HAM-FWW-CC6	3105970
4	18433	HAM-FWW-CC7	3103234
5A	19135	HAM-FWW-CC14	3102246
6	18431	HAM-FWW-CC6	3105946
7	18431	HAM-FWW-CC6	3103269
8	18431	HAM-FWW-CC6	3103293
10	18431	HAM-FWW-CC6	3103226
11A (Eastern Cable Stayed)	18434	HAM-FWW-CC8	3106179
11	18434	HAM-FWW-CC8	3106071
11A (Western Cable Stayed)	18434	HAM-FWW-CC8	3106063
12	18434	HAM-FWW-CC8	3106195
13	18434	HAM-FWW-CC8	3106209
14	18434	HAM-FWW-CC8	3106314
15A (Eastern Cable Stayed)	18434	HAM-FWW-CC8	3106462
15	18434	HAM-FWW-CC8	3106500
15A (Western Cable Stayed)	18434	HAM-FWW-CC8	3106403
22	18436	HAM-FWW-CC10	3105687
23	18436	HAM-FWW-CC10	3103307
29	18436	HAM-FWW-CC10	3160866