

ODOT AGREEMENT NO. 41806

AGREEMENT
THE OHIO DEPARTMENT OF TRANSPORTATION
AND THE OHIO DEPARTMENT OF NATURAL RESOURCES
FOR THE MAINTENANCE OF
THE GREAT COUNCIL STATE PARK PEDESTRIAN BRIDGE

This Agreement is made by and between the State of Ohio, Department of Transportation “ODOT”, 1980 West Broad Street, Columbus, Ohio 43223, and the State of Ohio, Department of Natural Resources “ODNR”, Morse Road, Columbus, Ohio 43229. Either may be referred to singularly as “Party” and collectively as “Parties”.

WHEREAS, ODOT is designing and constructing a pedestrian bridge (PID 115388) over US Route 68 from the Little Miami Scenic Trail to the Great Council State Park in Oldtown, Ohio, as depicted in Exhibit A attached to this Agreement and incorporated herein; and

WHEREAS, pursuant to Ohio Revised Code section 121.17, directors of state departments are required to cooperate and coordinate their operational needs with each other; and

WHEREAS, the Parties desire to facilitate and coordinate the maintenance of this pedestrian bridge upon completion of its construction and to establish policies and procedures to support such cooperation.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, ODOT and ODNR hereby enter into this Maintenance Agreement, “Agreement” and agree as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will inspect and inventory the span over US 68 pursuant to Ohio Revised Code section 5501.47. ODOT will also inspect and inventory the remaining spans of this pedestrian bridge for ODNR pursuant to the 1992 Cooperative Operating Agreement between ODOT and ODNR.
- 1.2 ODOT will perform major maintenance of the portion of the pedestrian bridge that spans US Route 68, including span 1, rear abutment, Pier 1, and the expansion joints at these locations as depicted in Exhibit A. Major maintenance shall include any singular instance of drainage repair costing \$15,000.00 or more.
- 1.3 ODOT grants ODNR the right to use and occupy the right-of-way in and abutting the section of US Route 68 herein described for the purposes of performing certain maintenance and/or repairs.

2. OBLIGATIONS OF ODNR

- 2.1 ODNR will perform or have performed routine maintenance of the entire pedestrian bridge including the stairs and ramps providing access to the bridge, and major maintenance of all remaining portions of the pedestrian bridge that do not span US Route 68 including stairs and ramps providing access to the bridge. See Exhibit A for details of responsibility.
- 2.2 ODNR grants ODOT the right to use and occupy the land abutting the pedestrian bridge for the purpose of performing certain maintenance and/or repair.
- 2.3 ODNR will perform or have performed all inspections, all routine and all major maintenance of all aesthetic treatments and components on all spans, piers, ramps, stairs of the pedestrian bridge.

3. MAINTENANCE

- 3.1 Routine maintenance and repair shall include minor paving, patching, crack sealing, sweeping, snow removal, lighting maintenance and rail repair. ODNR shall be responsible for all drainage maintenance and repair up to \$15,000.00 per single instance or repair. In the performance of this maintenance and repair, neither Party shall remove, change, alter or modify any of the other Party's structure without the other Party's prior written authorization.
- 3.2 Major maintenance and repair shall include the painting and the repair or replacement of deteriorated or damaged elements of the bridge, such as the pile, foundations, substructures, abutments, piers, superstructures, and/or approach slabs, to restore the structural integrity of the bridge. It shall also include the repair or replacement of all components of the ramps and stairs.

4. COMPENSATION

- 4.1 Each Party shall fulfill their obligations at no cost to the other Party.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall commence on the date of last signature below and shall continue for the life of the pedestrian bridge or until terminated pursuant to sub-section 5.2 of this Agreement.
- 5.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

6. GENERAL PROVISIONS

- 6.1 This Agreement shall be to the benefit of and be binding upon the respective Parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any

- third parties. 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.
- 6.2 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 Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 6.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the 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 pursuant to R.C. 5501.22.
- 6.4 The State of Ohio, ODOT and ODNR are self-insured.
- 6.5 Each Party shall be responsible for liability associated with the Party's own errors, actions, or failures to act.
- 6.6 If either Party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching party of that breach or default, the non-breaching party may terminate this Agreement.
- 6.7 ODOT and ODNR agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from ODNR shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The Parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 6.8 Ohio Ethics Law: ODOT and ODNR, by signing this document, each certify: (1) 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 (2) will take no action inconsistent with those laws.
- 6.9 In carrying out this Agreement the Parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.

6.10 In no event shall the contractors, subcontractors, workers, employees, or agents of either Party be considered agents or employees of the other Party.

7. **NOTICE**

7.1 Notices under this agreement shall be directed as follows:

ODNR
2045 Morse Road
Columbus, OH 43229
Attn: Brant Fulks

ODOT
District 8
505 South State Route 741
Lebanon, OH 45036
Attn: District Bridge Engineer

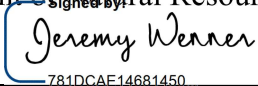
8. **SIGNATURES**

8.1 Any person executing this agreement in a representative capacity hereby represents that he/she has been duly authorized to execute this Agreement.

8.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

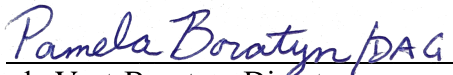
The Parties have caused this agreement to be executed as of the day and year last written below.

STATE OF OHIO
Department of Natural Resources

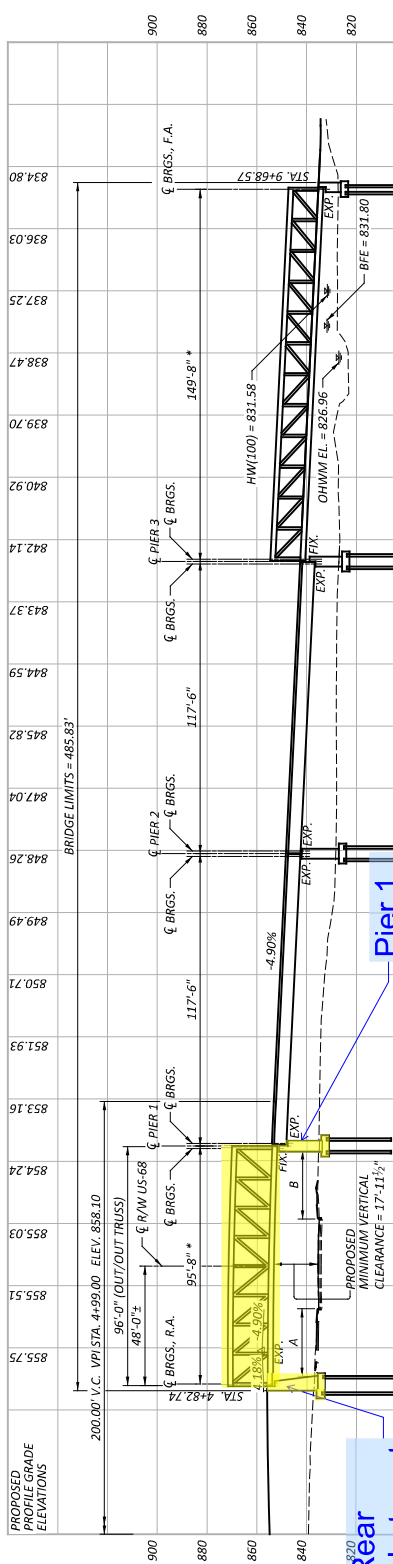
By: 
781DCAE14681450
Mary Mertz, Director

Date: December 31, 2024

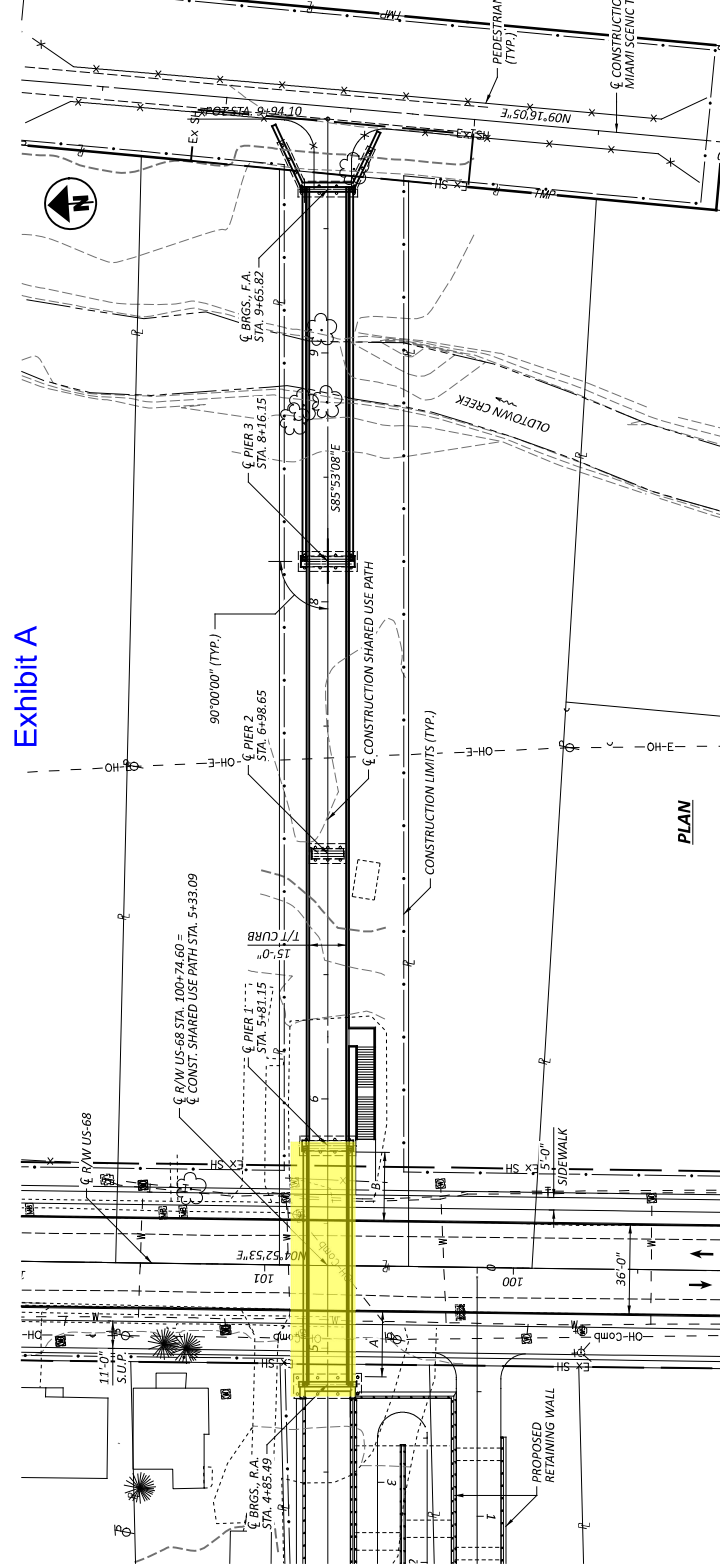
STATE OF OHIO
Department of Transportation

By: 
Pamela Vest-Boratyn, Director

Date: 02/19/2025



PROFILE ALONG C CONSTRUCTION SHARED USE PATH



PLAN

6/03/92

**COOPERATIVE OPERATING AGREEMENT
BETWEEN
OHIO DEPARTMENT OF TRANSPORTATION (ODOT)
AND
OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR)
ON
ODNR FACILITIES ROADWAY PROGRAM**

DEPT. OF NATURAL RESOURCES
DIVISION OF ENGINEERING

A. PURPOSE:

The Ohio Department of Natural Resources (ODNR) has under its jurisdiction and control more than 2,300 lane miles of roadways and 120 bridge structures with spans over 10 feet on park areas, wildlife areas, natural areas and preserves, and forest areas throughout the state. The ODNR also assists local entities in upgrading, reconstructing and/or maintaining main access roadways to those areas where a significant volume of traffic is generated as a result of the recreational area. In accordance with Section 5511.05 of the Revised Code, the Director of Transportation is authorized to cooperate with the ODNR in the financing, programming, construction, reconstruction, inspection, maintenance and operation of these roads and bridges. This Cooperative Operating Agreement is intended to facilitate and enhance coordination of this effort between the Ohio Department of Transportation (ODOT) and the ODNR, and to establish policy and procedures to support interdepartmental cooperation. This Agreement may be modified from time to time to conform with applicable future legislative and administrative actions relating to the administration of public roads under the jurisdiction and control of the ODNR.

In further accord with Section 5511.05 of the Ohio Revised Code, the Director of Transportation is authorized to establish, construct, reconstruct, improve, repair and maintain roads leading from a state highway to ODNR facilities. The policies and procedures presented in this Agreement are also applicable to this legislative authority.

B. LIAISON DESIGNATIONS:

The Director of ODOT and the Director of ODNR will assign appropriate personnel from their respective departments to carry out the duties and responsibilities of this Agreement. The Chief Engineer of the ODNR is hereby designated as the representative of the Director of ODNR. The Engineer of Maintenance of the ODOT is hereby designated as the representative of the Director of ODOT.

C. ROAD INVENTORY:

The ODNR will maintain a continuing road inventory in accordance with methods and procedures established by the ODOT.

D. PROGRAMMING:**1. Projects**

The ODNR, in cooperation with ODOT's Bureau of Maintenance, will maintain a biennial program of construction and maintenance projects including establishment of the work priorities, and will provide for a projected six-year program of new construction, reconstruction and maintenance. Each year, prior to June 30th, ODNR's Chief Engineer will submit a preliminary annual update to reflect any changes or modifications to project scopes or priorities. ODOT's Bureau of Maintenance will coordinate ODNR's recommendations with appropriate ODOT district offices for continuity and district capability in consideration of other ongoing activities. The six-year program will be revised biennially for adjustment to current circumstances with respect to maintenance needs and legislatively directed or altered biennial new construction schedules.

After coordination and review with district offices, ODOT's Central Office will transmit ODNR's annual update and priority listing to appropriate ODOT districts for design and construction. Depending upon the complexity of each project, the June 30th final submittal date should allow most projects to be sold during the following winter for construction.

2. Traffic Control Maintenance and Engineering

ODNR will follow schedules and procedures established by ODOT for pavement marking requests.

ODOT shall assist ODNR in obtaining traffic engineering and maintenance materials and services as requested to be funded from the 732 roadway account. Such materials will include signs, posts and hardware, in accordance with current ODOT purchasing procedures. Services will include items such as safe curve speed surveys and other needs.

E. CONSTRUCTION STANDARDS:

The ODNR will provide recommended Basic Minimum Design Standards and Specifications for internal roadways and bridges and for all main access roadways. Such standards will conform with the Ohio Department of Transportation Policy on Roadside Design whenever the application of such policy is feasible and practical. All roadway and bridge plans must be prepared to meet ODOT standards. Design speeds for roads under the jurisdiction of the ODNR shall be as prescribed by the ODNR.

F. PROJECT DEVELOPMENT:

1. Engineering and Design Services:

ODOT will provide engineering services as work loads in its district offices permit, on a project-by-project basis. Engineering services for the development of construction contract plans may be performed by the ODNR upon agreement between the ODOT and ODNR liaisons. If it is determined that a consulting engineer is to be employed for engineering and design work on a specific project(s), ODOT will assume the lead in engaging such firm(s). Negotiation for consultant services will conform with policy and procedures established by ODOT; however, the proposed contract for consultant services will be submitted to ODNR for review and approval prior to execution.

2. Construction Management Services:

Materials testing, mill inspection and certification of materials, and inspection of construction and contract maintenance projects will be performed by ODOT representatives, unless otherwise agreed on a project-by-project basis.

G. BRIDGE INSPECTION:

ODOT will include all bridges under the jurisdiction and control of ODNR in its annual bridge inspection program under Section 5501.47 of the Revised Code. A copy of each report of inspection, including an evaluation of the safe carrying capacity of the bridge, will be provided to the ODNR.

When the ODNR determines, based on the report of inspection, that the safe carrying capacity of a bridge under its jurisdiction should be posted with a warning notice to the public, the determination will be journalized by the Director of Natural Resources and reported to the ODOT. The warning notice will be posted on the structure by the ODNR using standard signs obtained from the ODOT.

H. RESPONSIBILITY FOR COSTS:

Highway use tax revenues appropriated by the General Assembly for the purpose of financing road work for public areas under the jurisdiction of the ODNR will be utilized in accordance with Section 5511.05 of the Revised Code. The ODOT/ODNR special road work account has been established pursuant to authority provided in Section 5511.05 of the Revised Code. Construction management will be provided on ODNR projects at a rate equal to 15% of the total construction cost. Consultants contracted for work on ODNR road projects may be paid from the special road work account. An amount agreed to jointly by ODOT and ODNR from the special road work account will be designated annually for emergency purposes. At the discretion of ODNR, such annual amounts may be expended on such emergency road work as determined by ODNR or on unfunded projects previously submitted to ODOT under the biennial program submission as revised annually, provided the work can be accomplished based upon ODOT capability.

I. MATERIALS AND EQUIPMENT PURCHASES:

In order for ODNR to meet its road maintenance responsibilities, it is also necessary to procure equipment and materials. A portion of the special road work account allocation will be set aside on an annual basis to enable ODNR to fulfill this responsibility. The amount of funding to be set aside for such purposes will be as jointly agreed by the ODOT and ODNR designated representatives.

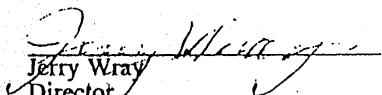
ODNR roadway and bridge materials needs will be met through ODOT's materials stockpiles, term contracts, requisition procedures and through blanket purchase orders to be established by ODOT. Receiving tickets will be submitted to ODOT for processing against the 732 roadway account.

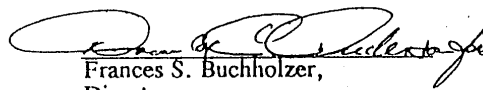
J. FISCAL OBLIGATIONS:

Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

K. SUPERSEDEENCE:

This Agreement supersedes all previously executed operating agreements between ODOT and ODNR, and all subsequent modifications thereto.


Jerry Wray
Director
Ohio Department of
Transportation


Frances S. Buchholzer,
Director
Ohio Department of Natural
Resources

Date 7-8-92

Date 6/12/92