

RESOLUTION NO. R24-57

A RESOLUTION BY THE TROTWOOD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A PRELIMINARY PARTICIPATORY LET PROJECT AGREEMENT, AGREEMENT NO. 38926, WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM IMPROVEMENTS IN THE CITY OF TROTWOOD BY RESURFACING DENLINGER ROAD FROM SALEM AVENUE TO WESTBROOK ROAD, PROJECT ID. NO. 119322.

WHEREAS, the City of Trotwood, hereinafter referred to as the Local Public Agency (“LPA”), has identified the need for a project known by the State of Ohio Department of Transportation (“ODOT”) as MOT Denlinger Road RSF 01.51, and specifically described as resurfacing Denlinger Road from Salem Avenue to Westbrook Road, Project Id. No. 119322, in the City of Trotwood, hereinafter referred to as the “Project”.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:

SECTION I: Being in the public interest, the LPA gives consent to the Director of ODOT to complete the Project, MOT Denlinger Road Resurfacing 01.51, Project ID 119322.

SECTION II: The LPA shall cooperate with the Director of ODOT in the development and construction of the Project and shall enter into a LPA Federal ODOT Let Project Agreement, as well as any other agreements necessary to develop and construct the Project:

- (a) The LPA agrees to participate in the cost of the Project, with a local match of \$207,455.00 to cover construction.
- (b) The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

- (c) The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein
- (d) The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.
- (e) The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further, the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System

SECTION III:

The LPA authorizes the City Manager to enter into and execute contracts with the Director of ODOT which are necessary to develop plans for and to complete the Project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon a request of ODOT, the City Manager is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Trotwood to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION IV:

The LPA agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V:

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI:

This Resolution shall take effect and be in full force from and after the date of its passage.

Passed this 16th day of July, 2024.

ATTEST:

APPROVED:


KARA B. LANDIS
CLERK OF COUNCIL


YVETTE F. PAGE
MAYOR


TYNA R. BROWN
VICE-MAYOR

CITY OF TROTWOOD
3035 OLIVE ROAD
TROTWOOD, OHIO 45426

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. R24-57 adopted by the Trotwood City Council at a special meeting held on the 16th day of July, 2024, and that I am duly authorized to execute this certificate.

Signed this _____ day of _____, _____.

KARA B. LANDIS
CLERK OF COUNCIL