

**PRELIMINARY LEGISLATION
(LPA-ODOT-Let Project Agreement)
(PARTICIPATORY)**

ORDINANCE NO.: 124 -2023
INTRODUCED BY: Mayor Thomas

RE:

PID No.: 105992
County/Route/Section: CUY US 006 26.65
LPA Agreement No.: 38804

WHEREAS, the State of Ohio, Department of Transportation, (“STATE”) and the City of Richmond Heights, hereinafter referred to as the Local Public Agency (“LPA”), wishes to enter into an Agreement with the State of Ohio, Department of Transportation;

NOW THEREFORE, Be It Ordained by the Council of the City of Richmond Heights, Cuyahoga County, State of Ohio, that:

SECTION I – Project Description

WHEREAS, the STATE/LPA have determined the need for the described project:

Resurface Chardon Road (US-6) from the West Corporation Line to East Corporation Line in the City of Richmond Heights.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above-described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above-described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project. The LPA agrees to assume and contribute the entire cost and expense of the improvement less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, United States Department of Transportation. The LPA agrees to assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way and environmental documentation.

ODOT financial participation for construction will be limited to 90% of the cost of a curb-to-curb or edge-to-edge of pavement surface treatment using Urban Paving Funds with the funding limit set by the applicable Program Manager.

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.

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.

The LPA further agrees to pay 100% of the cost to upgrade and/or install and/or repair curb ramps within the project limits to ensure compliance with the Americans with Disabilities Act.

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 IV - Authority to Sign

The LPA hereby authorizes the Mayor of said City of Richmond Heights to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the Mayor of the LPA is also empowered to execute any appropriate documents to effect the assignment of all rights, title, and interests of the City of Richmond Heights 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 V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described 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 VI – Maintenance

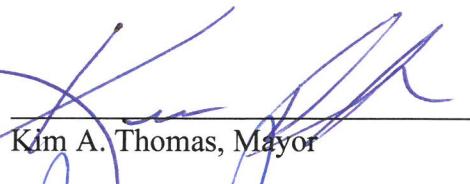
Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for 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 VII - Emergency measure

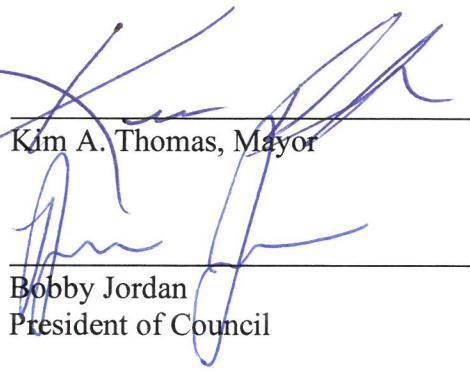
This Ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action and signature by the Mayor, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: September 12, 2023

APPROVED: September 12, 2023


Kim A. Thomas, Mayor

ATTEST: Donnie L. Hunter
Donnie L. Hunter
Clerk of Council


Bobby Jordan
President of Council