

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

Village of Yellow Springs, Ohio
Resolution 2022-29

PID No. : 113724

County/Route/Section : GRE Yellow Springs Multi-Modal FY23
Agreement No: 35530

WHEREAS, the Village of Yellow Springs, Ohio (LPA) has determined the need for the described project:

Reconstruct a multimodal path along Dayton Street in Yellow Springs from East Enon Road to Stafford Street. Curb extensions and high-visibility markings for major street crossings at Dayton/King, Dayton/High, Dayton/Stafford, Dayton/Winter, Xenia/Davis and Xenia/LMST. Install solar powered RRFBs at Dayton/Winter, Dayton/LMST, Xenia/LMST, and sign upgrades at Dayton/King and Dayton/Stafford.

NOW THEREFORE, be it Resolved by Council for the Village of Yellow Springs of Greene County, Ohio that,

SECTION I – 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 II – 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 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 install and/or repair curb ramps at all necessary intersections 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 III Authority to Sign

The LPA hereby authorizes Josue Salmeron of said Village of Yellow Springs 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 Village Manager is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the Village of Yellow Springs 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 – 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 V – 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.

Brian Housh, President of Council

PASSED: 5-2-2022

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__ Marianne MacQueen __Y__ Kevin Stokes __Y__
Lisa Kreeger __Y__ Carmen Brown __Y__

**CERTIFICATE OF COPY
STATE OF OHIO**

**Village of Yellow Springs of Greene County, Ohio
(LPA)**

I, Judy Kintner, Clerk of Council for the Village of Yellow Springs
(LPA)
of __Greene__ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
Resolution 2022-29 adopted by the Legislative Authority of the said
Village of Yellow Springs ____ on the ____2nd____ day of ____May____, 2022__.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable,
this __2nd__ day of __May____ 2022__.

SEAL

Judy Kintner, Clerk of Council

Village of Yellow Springs __ of __Greene__ County, Ohio
(LPA)