

ORDINANCE 6-2005

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE REHABILITATION OF THE SOUTH NORTH STREET BRIDGE.

WHEREAS, the CITY OF WASHINGTON COURT HOUSE has identified the need for the described project:

This project proposes to rehabilitate the South North Street bridge over Paint Creek and CSX Railroad (SFN 2460017) by replacing the beams and bridge deck. A portion of the construction phase of this project is funded by the ODOT Municipal bridge program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WASHINGTON COURT HOUSE, STATE OF OHIO

SECTION 1. Being in the public interest, the City of Washington Court House gives consent to the Director of Transportation to complete the above described project.

SECTION 2. The City of Washington Court House shall cooperate with the Director of Transportation in the above described project as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

The City agrees to assume and bear one hundred percent (100%) of the costs of preliminary engineering, right of way acquisition and utility relocation, if applicable. Further, the City agrees to assume and bear one hundred percent (100%) of the total cost of construction less the amount of federal funds set aside by the Director of Transportation.

The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration.

SECTION 3. The City agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The City also understands that right-of-way costs include eligible utility costs. The City agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements and agrees that all such accommodation, relocation, and reimbursement shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, 23 CFR 645.

SECTION 4. Upon completion of the described Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described 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 5. The City Manager of said City is hereby empowered on behalf of the City of Washington Court House to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the project and to enter into contracts with the Director of Transportation necessary to complete the above described project. Upon the request of ODOT, the City Manager is also empowered to assign all rights, title, and interests of the City of Washington Court House 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.

The City agrees that if Federal Funds are used to pay the cost of any consultant contract, the City shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further, the City agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The City 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 City 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 6. This ordinance 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: April 27, 2005



CHAIRPERSON OF COUNCIL

ATTEST:



CLERK OF COUNCIL

APPROVED AS TO FORM:



CITY ATTORNEY

CERTIFICATE OF COPY STATE OF OHIO

City of Washington Court House, Fayette County, Ohio

I, Deanne M. Keaton, as Clerk of the City of Washington Court House, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance adopted by the legislative Authority of the said City on the 27th day of April, 2005, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in 60-2005 Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 27th day of April, 2005.

Deanne M. Keaton

CLERK

(SEAL)
(If Applicable)

City of Washington Court House, Ohio

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Washington Court House, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation