

RESOLUTION NO. 42-2012

**TITLE: ENTER INTO CONTRACT – ODOT
STATE STREET RESURFACING
FROM ROBINSON AVENUE TO HIGHLAND AVENUE**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF BARBERTON
AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH THE
OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO PROCEED WITH
THE STATE STREET RESURFACING (PID #92719), FROM ROBINSON
AVENUE TO HIGHLAND AVENUE, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of
Barberton, Summit County, Ohio that:

SECTION 1. Project Description.

The State has identified the need for the described Project:

PID NO. 92719 SUM - State Street

Resurfacing of State Street, from Robinson Avenue to Highland Avenue in the City
Limits.

SECTION 2. Consent Statement.

Being in the public interest, the City of Barberton gives consent to the Director of
Transportation to complete the above described Project.

SECTION 3. Cooperation Statement.

The City of Barberton shall cooperate with the Director of Transportation in the above
described Project as follows:

The City of Barberton agrees to participate in the cost of construction within the City
limits at twenty percent (20%) total cost.

The City of Barberton further agrees to pay One Hundred Percent (100%) of the cost of
those features requested by the City of Barberton which are determined by the State and
Federal Highway Administration to be unnecessary for the Project.

The City of Barberton 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
City of Barberton. The City of Barberton shall contribute its share of the cost of these
items in accordance with other sections herein.

SECTION 4. Utilities and Right-of-Way Statement.

The City of Barberton 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 of Barberton also understands that right-of-way costs include
eligible utility costs.

The City of Barberton agrees to be responsible for all utility accommodation, relocation
and reimbursement and agrees that such accommodation, relocation and reimbursements
shall comply with current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 5. Maintenance.

Upon completion of the described Project, and unless otherwise agreed, the City of Barberton 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 6. Consultants and Authority to Sign.

The Mayor of said City of Barberton is hereby empowered, on behalf of the City of Barberton, 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 Mayor is also empowered to assign all rights, title, and interests of the City of Barberton 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 of Barberton agrees that if Federal Funds are used to pay the cost of any consultant contract, the City of Barberton shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further, the City of Barberton agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The City of Barberton 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 of Barberton 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 7. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public in compliance with the law.

SECTION 8. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, convenience and welfare of the City of Barberton and the inhabitants thereof, in order to expedite the highway project and to promote highway safety, and provided it receives the necessary votes required by the City Charter, shall be in full force and effect from and after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

Passed _____ 2012

Clerk of Council

President of Council

Approved _____ 2012

Mayor