

# **PUBLIC NOTICE**

## **PUBLIC SERVICES COMMITTEE MEETING**

*Chair: Kim Chamberland*

*Committee Members: Amy Vilardo and Ted Haskins*

**Thursday, October 10, 2019 at 8:00 A.M.**

**City Council Chambers**

**745 Center Street, Milford, Ohio 45150**

## **AGENDA**

Call to Order

Proceedings: Approval of the August 28, 2019 Public Services Committee Minutes

Public comments:

Agenda Items:

- US 50 Urban paving contract with ODOT
- Laurel Avenue drywells
- Street striping
- US 50 Concrete package scope review
- Quotes for tree removal and stump grinding proposal
- Invoice for Riverside Park Shelter Project
- And all additional matters that may properly come before the committee

Adjourn

## Public Services Committee Meeting Minutes

August 28, 2019

Called to Order: 4:30pm by Mayor Vilardo

Present: Mayor Vilardo, Council Member Ms. Chamberland, Council Member Mr. Haskins

Staff: City Manager, Michael Doss, Nate Clayton, Public Works Director, Ed Hackmeister, Service Department Supervisor, Pat Wirthlin Finance Director, Administrative Assistant, Jackie Bain

Visitors: None

Ms. Vilardo passed the gavel to Ms. Chamberland to serve as the Chairperson for the committee. Ms. Vilardo made the nomination to appoint Ms. Chamberland as the Chairperson for the Public Services Committee. Mr. Haskins seconded the nomination. All voted in favor of the appointment.

- *Approval of Proceedings: The committee approved the proceedings from the August 1, 2019 Public Services Committee meeting. Ms. Vilardo made a motion to approve the minutes. Seconded by Ms. Chamberland.*

### New Cemetery Columbarium

Mr. Hackmeister stated to the committee that it is time to start looking into purchasing another columbarium at the cemetery. He went over information regarding the existing columbarium which was purchased back in 2015. Currently there is a 24-niche columbarium and we have already sold 16 units. The cost per family is \$1200. The unit cost is \$6,550.00 which includes shipping and all concrete work will be done in house which will cost around \$2,000. Staff recommended to order one now and the next unit to place in the 2020 budget. The committee recommended the purchase of one columbarium now and to consider the purchase of an additional columbarium in the 2020 budget.

### ODOT US 50 Urban Paving Preliminary Legislation

Staff brought information to the committee meeting regarding the ODOT US 50 Urban Paving Preliminary Legislation authorization to enter into a contract with ODOT. This project will include downtown Milford from Race Street through the downtown and Five Points to SR 131. The city will be responsible for the engineering, the right of way costs, with the 80/20 split with ODOT for the top 3 inches of paving. Mr. Clayton noted there will be a cost associated with the city for the overlay that does not include cost the City will have to do to absorb the full depth of pavement repair. ODOT Urban Paving Program legislation includes pre-pay of the portion due now in 2019 in the estimated amount of \$400,000 and includes the full depth pavement repair and the replacement of the manholes. Mr. Clayton stated that the total estimated City portion of the project cost is approximately \$800,000 with the remaining \$400,000 being split between water, sewer and stormwater funds for concrete and utility work. Mrs. Wirthlin noted that the aforementioned \$400,000 will be considered in the 2020 budget. The committee and staff discussed options for the concrete and utility work funding and agreed to have more discussion with City Council during 2020 budget discussion in October. Mr. Doss stated that US 50 needs paved, and he is concerned that if the City doesn't participate, ODOT will remove the project and delay paving for several more years.

Mr. Doss recommended that the committee make a motion to enter into agreement with ODOT for the Urban Paving project on US 50 and appropriate the funds necessary for City portion of the asphalt overlay and full depth pavement repair.

***The Committee Proposes That Council Authorize The Law Director To Prepare An Ordinance To Enter Into The ODOT US 50 Urban Paving Preliminary Legislation***

**Mohawk Trail Fence**

Mr. Clayton presented the Committee with information regarding the landslip underneath the sidewalk at the retaining wall at Mohawk Trail. Mr. Clayton's plan is to put a sidewalk in front of the existing sidewalk to protect and stabilize the area. There was discussion regarding ownership of the property where the sidewalk is located and responsibility for the landslip issue. Mr. Clayton is investigating the previous sidewalk and retaining wall project at Mohawk Trail to determine if there is any City responsibility. Mr. Clayton indicated that he has been in contact with three property owners in the area regarding the landslip which contributed to the present sidewalk issue. The Committee discussed potential sidewalk repair assessments options for the existing property owners and whether the City should be responsible for addressing and fixing the sidewalk. Mr. Clayton will report his findings back to the City Manager and the Committee for further direction in the near future.

**Riverside Park Shelter Contribution/Matching CDBG Funds**

Mr. Doss discussed that Clermont County recently received new bids for the Riverside Park shelter project. Mr. Doss reminded that the City will receive \$68,000 from the CDBG and the new bids were less than previously engineered estimates from the County last year. According to Mr. Doss, the difference between the County's 2018 engineering estimates, less the CDBG grant funds, was \$57,019. The lowest of the new bids was actually \$50,765, less the CDBG funds, which was under the previously Council approved amount of \$57,019 in October 2018. Mr. Doss stated that although the amount is less than what was already approved last year, the County would like the City to go back and approved new legislation appropriating the rounded amount of \$51,000.

***The Committee Proposes That Council Authorize The Law Director To Pass New Legislation For \$51,000 For The Riverside Park Shelter.***

Nate Clayton brought to the committee's attention that Mr. Art Keith from the Wastewater Department for 12 years will retire as of September 6th, 2019.

**Public Comments: none**

There being no additional business, Ms. Chamberland made a motion to adjourn the meeting at 5:19-pm Seconded by Mr. Haskins All yes.

Respectfully Submitted, Jackie Bain

***"These minutes have been approved and adopted by Ms. Chamberland September 3, 2019, Ms. Vilardo September 3, 2019 and Mr. Haskins September 3, 2019 via email."***

## LPA FEDERAL ODOT-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Milford** hereinafter referred to as the LPA, **745 Center Street, Suite 200, Milford, OH 45150**.

### PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **State Fiscal Year 2020 Urban Paving Program project in the City of Milford** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

#### A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be **\$955,550.00** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs in Federal funds. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website ([www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)). Responsibilities for development of the PROJECT shall be as follows and further described herein:

## LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed

				2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation	X		Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.

	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
- B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.

- C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
- E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
- F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

#### 4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
  - 1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
  - 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
  - 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.



## 5. CONSULTANT SELECTION AND ADMINISTRATION

### 5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

### 5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

#### A. Policies in Selection of Consultants

##### 1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

##### 2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

- a. Communications which are strictly prohibited:
  - (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.
- b. Allowable communications include:
  - (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
  - (2) Technical or scope of services questions specific to projects posted with a programmatic group.
- c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLoI" must be advertised on the Consultant Services page of ODOT's website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

- a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

## B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

### 1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

### 1. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page

limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

2. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in

accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLoI) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:  
  
*The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.*
- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;

- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLoI) including;
  - (1) The firm's general qualifications.
  - (2) Proposed key staff including key subconsultant staff and project approach.
  - (3) A listing of subconsultants including project responsibility.
  - (4) Whether resumes of key staff members must be submitted.
  - (5) Other information needed to make an informed selection decision.

## 2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
  - (1) Compliance with general LoI requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
  - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.

- (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.

- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.  
  
Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

### 3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based

on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
<b>Management &amp; Team</b>			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
<b>Consultant's Past Performance</b>	30	See Note d. below	
<b>Project Approach</b>	25	See Note e. below	
<b>Total</b>	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.



b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The LPA will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest”) agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter “U.S. DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

#### **11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE**

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

#### **12. TERMINATION; DEFAULT AND BREACH OF CONTRACT**

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Michael Doss, City Manager	Tammy K. Campbell, P.E.
City of Milford	District 8 Deputy Director
745 Center Street, Suite 200	505 South S.R. 741
Milford, OH 45150	Lebanon, OH 45036
mdoss@milfordohio.org	Tammy.campbell@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

If federal funds were used in either Preliminary Engineering or Right-of-Way, and the LPA has recoverable costs, please select the appropriate option listed below, to be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

☐ N/A – Only applicable if no federal funds are used in Preliminary Engineering or Right-of-Way

☐ 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.  
(A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**  
(B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**  
(C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐ 2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. <sup>2</sup>  
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**  
(B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated



☐ **3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. <sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐ **4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. <sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have

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fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

- 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.
- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>5</sup> Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

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<sup>5</sup> Per 2 CFR §200.502

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA: City of Milford</b>	<b>STATE OF OHIO DEPARTMENT OF TRANSPORTATION</b>
By: _____ Michael Doss	By: _____
Title: City Manager	Jack Marchbanks Director
Date: _____	Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
	PRELIMINARY DEVELOPMENT		100								
	FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100								
	ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100								
	PROJECT CONSTRUCTION COSTS Urban Paving Eligible	\$114,850.00	20	4BG7	\$459,400.00	80	4PF7				\$574,250.00
	PROJECT CONSTRUCTION COSTS 100% Local	\$344,550.00	100	4BG7							\$344,550.00
	INSPECTION – Urban Paving Eligible	\$4,594.00	20	LABR	\$18,376.00	80	LABR				\$22,970.00
	INSPECTION – 100% Local	\$13,780.00	100	LABR							\$13,780.00
	TOTALS	\$477,774.00			\$477,776.00						\$955,550.00

## Attachment 2

CLE US 50 0.00  
COUNTY-ROUTE-SECTION  
103525  
PID NUMBER

34187  
AGREEMENT NUMBER

DUNS NUMBER

### DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We \_\_\_\_\_ request that all payments for the Federal/State share of the consultant costs of this Agreement performed by \_\_\_\_\_ be paid directly to

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	



**S.P. DRILLING & CONTRACTING**  
DRILLED SHAFTS, CAISSONS, PIERS, RETAINING WALLS, LANDSIDE REMEDIATION  
(513) 383-6355

August 26, 2019

**PROPOSAL**

City of Milford  
745 Center Street, Suite 200  
Milford, OH 45150

ATTN: Nathan Clayton

Job Site: Oak Street Drywells  
Thank you for the opportunity to bid this project.

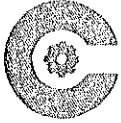
SP Drilling & Contracting proposes the following:  
Furnish equipment and labor to excavate and construct with City purchased materials quantity two drywells per attached sketch and haul off construction debris for the base price of **\$7,490.00**.

Please add 2.5% to total project if a Bond is required.

This proposal is based on prevailing wages not being required.

Conditions  
A Certificate of Insurance will be sent upon request.

Sam Pschesang \_\_\_\_\_ S.P. Drilling & Contracting.



# Complete Mechanical Services

11399 Grooms Rd  
Cincinnati, OH 45242  
P. 513-489-3080  
F. 513-489-3082  
[www.Completemech.com](http://www.Completemech.com)  
OH License # 23703

## PROPOSAL

September 9, 2019

PRP 10440 – Rev # 0

**City of Milford**  
745 Center Street; Suite 200  
Milford, Ohio 45150

Attn: **Nathan Clayton**

Project: **City of Milford Oak Street Drywell Project**

### Bid Summary, Inclusions & Exclusions

#### Included in Bid

- Based on sketch provided.
- All labor and equipment are included for this scope of work.
- All work done on straight time.
- Perform 811 Call before you dig at least 48 hours prior to excavation work to start.
- Excavate and install (2) drywells.
- All materials furnished by City of Milford.
- Haul off excess spoils and construction debris.

#### Items Excluded from Our Bid

- Permits or permit costs
- Repair cost to repair any unknown utilities during excavation.
- Undercutting of unsuitable soils.
- Overtime.
- Prevailing Wages.
- Traffic control.
- Compaction or materials testing.

#### Pricing

**Total Cost..... \$ 9,993.00**

Please contact me if you have any questions. Pricing is valid for 45 days.

Respectfully Submitted,  
John Aaron Fry  
Project Manager





# All Types of Flashers, Signs, and Traffic Safety Devices

*Locations in: Cincinnati • Dayton • Cleveland*

*BWC DRUG-FREE WORKPLACE APPROVED - EQUAL OPPORTUNITY EMPLOYER*

Cincinnati: 513-943-6100		Dayton: 937-912-9590		Cleveland: 216-283-8040		
<b>PRICE QUOTATION</b>						
Letting Date: October 1, 2019		0% DBE/EDGE GOAL		Completion Date: Fall 2019		
Project: City Of Milford 2019 Street Striping Program					Bid-X No.:	
County: Clermont				District:		
Type of Pavement: Asphalt:				Concrete:		
Location: Various locations throughout the City of Milford.						
<b>LINE ITEMS:</b>						
Ref. #	Item No.	Quantity	Unit	Unit Price		Total Cost
<b>State Route 28 (Castleberry To McClelland)</b>						
	642	0.7	MILE	\$ 650.00	Edge Line ~ Type 1 Paint	\$ 455.00
	642	0.7	MILE	\$ 535.00	Lane Line ~ Type 1 Paint	\$ 374.50
	642	0.7	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 556.50
<b>Wallace (5 Points To Garfield)</b>						
	642	0.338	MILE	\$ 650.00	Edge Line ~ Type 1 Paint	\$ 219.70
	642	0.5	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 397.50
<b>Mohawk Trail</b>						
	642	0.8	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 636.00
<b>Forest Ave</b>						
	642	0.5	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 397.50
<b>50 (Milford Parkway)</b>						
	642	0.6	MILE	\$ 650.00	Edge Line ~ Type 1 Paint	\$ 390.00
	642	0.225	MILE	\$ 535.00	Lane Line ~ Type 1 Paint	\$ 120.38
	642	1.35	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 1,073.25
<b>Garfield/Cemetery</b>						
	642	2.2	MILE	\$ 650.00	Edge Line ~ Type 1 Paint	\$ 1,430.00
	642	1.4	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 1,113.00
<b>State Route 50 (Lila Ave) - SR 131 To SR 28</b>						
	642	1.6	MILE	\$ 535.00	Lane Line ~ Type 1 Paint	\$ 856.00
	642	0.8	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 636.00
<b>Rivers Edge</b>						
	642	0.6	MILE	\$ 650.00	Edge Line ~ Type 1 Paint	\$ 390.00
	642	0.6	MILE	\$ 535.00	Lane Line ~ Type 1 Paint	\$ 321.00
	642	0.4	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 318.00
<b>Locust</b>						
	642	0.114	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 90.63
<b>Mill</b>						
	642	0.28	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 222.60
<b>Center Street</b>						
	642	0.142	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 112.89
<b>Chamber Drive</b>						

	642	0.3	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 238.50
<b>Beechwood Road</b>						
	642	0.15	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 119.25
<b>Old Bank Road</b>						
	642	0.114	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 90.63
<b>Water Street</b>						
	642	0.28	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 222.60
<b>South Milford Road</b>						
	642	2.36	MILE	\$ 650.00	Edge Line ~ Type 1 Paint	\$ 1,534.00
	642	1.18	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 938.10
	642	2	EACH	\$ 350.00	School Symbol Marking ~ Type 1 Paint	\$ 700.00
<b>Wooster Pike (SR 28/Main To Park Rd.)</b>						
	642	0.8	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 636.00
<b>State Route 28 (High St. To Wooster)</b>						
	642	0.5	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 397.50
<b>Castleberry</b>						
	642	0.028	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 22.26
<b>Baker</b>						
	642	0.133	MILE	\$ 795.00	Center Line ~ Type 1 Paint	\$ 105.74
<b>TOTAL:</b>						<b>\$ 15,115.02</b>

Regarding all line items performed by A&A Safety: A&A Safety must sign off on all final quantities.  
A&A Safety is not responsible for Logging Pavement Markings.

**MOBILIZATIONS:**

Water Base Paint (642) includes -->	1	mobilization(s). Each <u>additional</u> mobilization will be	\$ 1,000.00
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**REMOVAL:**

This quotation does NOT include the cost for removal of any existing or conflicting pavement markings.

**THIS QUOTATION IS BASED ON AN ESTIMATED NUMBER OF MOVE-INS FOR EACH TYPE OF CREW.**

**AN ADDITIONAL MOVE-IN WILL BE CHARGED:**

- \* WHEN THE ANTICIPATED WORK CAN NOT BE COMPLETED CONTINUOUSLY, OR IN ITS ENTIRETY WITH ONE CREW IN A SINGLE SHIFT OF WORK, THROUGH NO FAULT OF A&A SAFETY.
- \* WHEN THE ACTUAL NUMBER OF DAYS AND/OR MOVE-INS EXCEEDS THE ESTIMATED AMOUNT QUOTED, FOR ANY TYPE OF CONSTRUCTION OPERATION THAT REQUIRES A&A SAFETY TO BE ON-SITE TO PERFORM ITS WORK.
- \* WHEN THE PRIME CONTRACTOR FAILS TO NOTIFY A&A SAFETY THAT THE SCHEDULED WORK HAS BEEN CANCELLED.
- \* WHEN THE PRIME CONTRACTOR, OR THEIR SUBCONTRACTORS, FAIL TO PROVIDE AN UNENCUMBERED ROADWAY, WHICH IMPEDES A&A SAFETY'S ABILITY TO PERFORM THEIR SCHEDULED WORK IN AN EFFICIENT MANOR.

A&A Safety, Inc. requires a 10-day notification for all work zone pavement markings, permanent striping, thermo striping and RPMs.

A&A Safety, Inc. adheres to Manufacturers' and ODOT Construction and Material specifications regarding temp./perm. Pavement Marking Installations (i.e. Paint, Thermoplastic, Tape, Barrier Reflectors, Raised Pavement Markers, etc.). The Contractor is responsible for a clean, dry surface with appropriate climate conditions (i.e. surface/air temperature, dew point, etc.). Pricing does not include removal of curing compound. It is not A&A Safety's intent to delay or impede the Contractor's schedule. However, A&A assumes no liability for public safety or "non-payment" of initial or subsequent re-installations. Line item prices are based on A&A Safety being awarded the Maintenance of Traffic. Partial items and/or quantities are subject to re-quote.

**GENERAL:**

All work quoted is based on adhering to ALL D.O.T. or owner's Specifications, as well as, the manufacturer's recommendations for proper installation. If by following these requirements causes the project to be delayed; A&A Safety will NOT be held accountable

or be penalized, in any way, for a delay caused by obeying these proper procedures and guidelines. Also, if the prime contractor or project owner directs or requires A&A Safety to perform our contractual work outside the limits of these specifications/ recommendations for proper installation; A&A Safety will NOT guarantee or warranty the work for any reason or for any amount of time. In addition, the original pricing that is under contract will become void and new unit pricing will have to be established because of the inefficiencies caused by performing the work in conditions that were not expected at bid time. A&A Safety does NOT have any control over the prime contractor's or owner's scheduling and can only prudently expect that all work quoted will be performed within the limits established by the specifications or manufacture's recommendations.

A&A Safety is NOT responsible for the cost to layout the locations or to schedule a utility locating service for any of the work quoted above that does NOT fall under the free state provided Utilities Protection Services Laws.

The above proposal does not include lights requiring electric current (Luminaries or Traffic Lights). It does not include closures which are erected & removed on a daily basis, flagmen, flagging operations used on a daily basis, police, police cars, concrete barrier, concrete median removal attenuators, glare screens, safety fence, guardrail or nets. It does not include removal or reinstallation of raised pavement markers or lines not included in an Item.

Quote based on same retention condition between General Contractor and Owner.

A&A Safety is prepared to mobilize within four (4) weeks of receipt of written Contract or Purchase Order.

Payment due thirty (30) days after invoicing, if existing credit terms are already established. If not, payment is due upon completion of the work. A&A Safety reserves the right to charge interest of twenty-four percent (24%) annum, two percent (2% monthly), cost and attorney fees in the event that a violation of the prompt payment law is established.

Prompt payment law requires Contractors to pay lower tier subcontractors or suppliers that portion of the payment to the Contractor that represents the work done by the Contractor or supplies provided by the Supplier, minus Retainage, with ten (10) days of receiving payment for the lower tier subcontractor's work. Ohio Rev. Code 4113.61

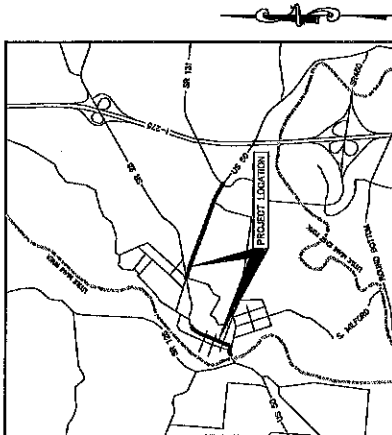
**THIS QUOTATION DOES NOT INCLUDE THE COST FOR OHIO SALES TAX OR FOR THE COST OF A BID BOND. A&A Safety's bond rate is \$7.20 per \$1,000.00 with a \$250.00 minimum. (NOTE: If the contract completion date will or does exceed more that a total of 24 months, a 1% surcharge of the original total bond amount will be charged, PER MONTH, for each month past the first 24 months.**

A&A Safety, Inc. does not discriminate on the basis of race, sex, color, age, national origin, disability or any other protected status. It is anticipated that there may be contractors and/or subcontractors on this project with union labor agreements and those without union labor agreements. A&A Safety intends to work in harmony with any and all personnel on this project regardless of labor union affiliations or lack thereof. This information is provided to avoid any misunderstandings or disputes arising from the Contractor's consideration of A&A Safety's quote for this project.

A&A Safety, Inc. IS NOT And WILL NOT be under any obligation to help/assist the prime contractor or any subcontractor to meet/attain their On the Job Training (OJT) Goals.

Prices are firm for 45 days from Letting Date. Pricing is based on all items as a package proposal. The Contractor must verify unit pricing if requesting partial partial items and/or quantities.

**CITY OF MILFORD  
CLERMONT COUNTY**

LOCATION MAP  
N.T.S.

LATITUDE: 39°10'37" N LONGITUDE: 84°17'13"

## INDEX OF STEELS

TITLE SHEET.....	1
SCHEMATIC PLAN.....	2
GENERAL NOTES AND DETAILS.....	3
GENERAL SUMMARY.....	4
ROADWAY SUBSUMMARY.....	5-6
PLAN VIEW.....	7-12

## PROJECT DESCRIPTION

STREET REHABILITATION OF APPROXIMATELY 1.5 MILES OF US 50. IMPROVEMENTS INCLUDE CURB REPAIR, SIDEWALK REPAIR, DRIVE APRON REPAIR, CATCH BASIN REPAIR AND LIGHTING CONDUIT INSTALLATION.

## EARTH DISTURBED AREAS

PROJECT EARTH DISTURBED AREA:  
ESTIMATED CONTRACTOR EARTH DISTURBED AREA:  
NOTICE OF INTENT EARTH DISTURBED AREA:

## 2018 SPECIFICATIONS




THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PLANS AND CHANGES LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL NOT REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY AND THAT PROVISIONS FOR MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND ESTIMATES.

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_ CITY OF MILFORD ENGINEER

[illegible]

**UNDERGROUND UTILITIES**  
CONTACT BOTH SERVICES  
CALL TWO WORKING DAYS  
BEFORE YOU DIG

 **CALL**  
 **1-800-362-2764**  
**(TOLL FREE)**  
 **OHIO UTILITIES PROTECTION SERVICE**  
**NON-MEMBERS**  
**MUST BE CALLED DIRECTLY**

**OIL & GAS PRODUCERS PROTECTIVE  
SERVICE CALL 1-800-925-0988**

PLAN PREPARED BY:

**ROBERTS  
ENGINEERING  
INCORPORATED**

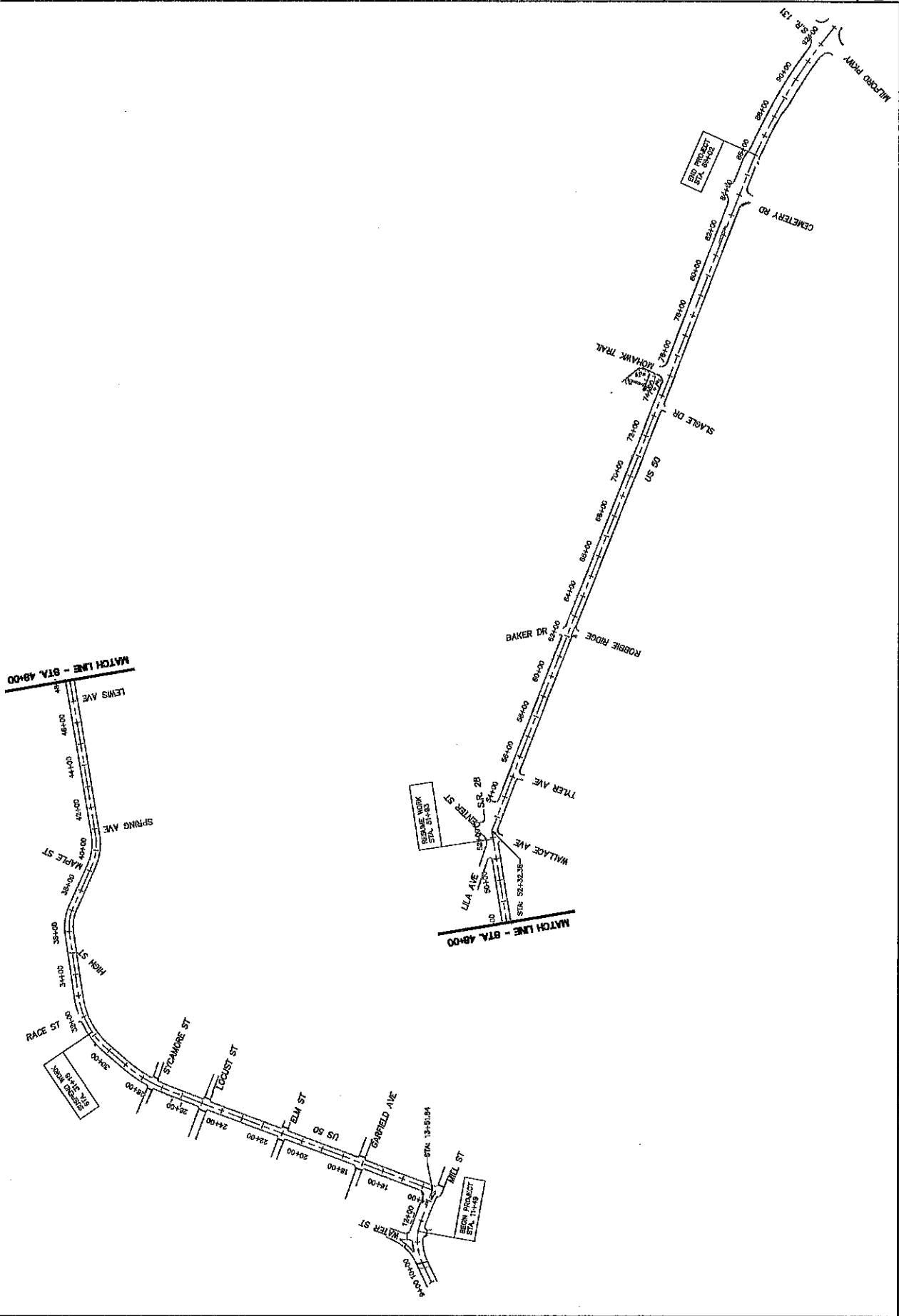
6022 LULA AVE., MILFORD, OHIO 45150  
PHONE (513) 831-8968 FAX (513) 831-8884



SCHEMATIC PLAN

CLE-US 50-0.00

21  
2



ITEM 614. MAINTAINING TRAFFIC

IT IS THE INTENTION TO PERFORM THE REQUIRED WORK WITH THE LEAST DISRUPTION TO THE MAINTAINING OF TRAFFIC. THE CONTRACTOR SHALL MAINTAIN THE TRAVELING PUBLIC. ANY VARIANCES FROM THE INTENT OF THE SPECIFICATIONS MUST BE APPROVED IN WRITING BY THE ENGINEER. EXCEPT AS MODIFIED BELOW, THE REQUIREMENTS FOR MAINTAINING TRAFFIC AS INDICATED IN THE CHD MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, CURRENT EDITION AND PERTINENT ITEMS OF THE SPECIFICATIONS AND PROPOSAL SHALL APPLY.

THE CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT BY USE OF EXISTING AND PROPOSED PAVEMENT AND IN ACCORDANCE WITH THE REQUIREMENTS OF ITEM 614.

THE CONTRACTOR SHALL LIMIT THE CLOSURE OF ON STREET PARKING.

VEHICULAR AND PEDESTRIAN ACCESS TO BUSINESSES SHALL BE GRANTED FOR THE DURATION OF CONSTRUCTION. CONTRACTOR TO COORDINATE DRIVE REPAIR WITH AFFECTED BUSINESS.

THE CONTRACTOR WILL ADVISE THE PROJECT ENGINEER A MINIMUM OF TWENTY-ONE (21) DAYS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR MUST ALSO PROVIDE NOTIFICATION TWENTY-ONE (21) DAYS PRIOR TO ANY DETOURS, LANE CLOSURES, DRIVEWAY CLOSURES OR ROAD CLOSURES. THE ENGINEER PROVIDE WRITTEN NOTIFICATION TO THE LOCAL AGENCIES, AFFECTED SCHOOLS, AND BUSINESSES OF ANY UPDATING PROJECT DETOURS AND/OR CLOSURES.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER THE NAMES AND TELEPHONE NUMBERS OF A PERSON OR PERSONS WHO CAN BE CONTACTED 24 HOURS PER DAY BY THE CITY AND ALL INTERESTED PARTIES. THIS PERSON OR PERSONS SHALL BE RESPONSIBLE FOR PROVIDING A SAFE FACILITY FOR THE TRAVELING PUBLIC. THIS PERSON SHALL HAVE AVAILABLE ALL TOOLS AND MATERIALS NECESSARY TO PERFORM THIS FUNCTION AT ALL TIMES.

CONSTRUCTION VEHICLES SHALL ALWAYS MOVE WITH AND NOT AGAINST THE FLOW OF TRAFFIC.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH CHAS 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE CHD MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. MATERIALS AND EQUIPMENT FOR DRIVEWAY AND ROAD CLOSURES SHALL BE INCLUDED IN THE LINE SUM CONTRACT PRICE PER ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

PROFILE AND ALIGNMENT

THE CONTINUE OF US 60 IS THE ASSUMED CENTERLINE OF HIGHWAY AND IS USED FOR THE PROFILE AND ALIGNMENT. THE CONTRACTOR SHALL FOLLOW THE ALIGNMENT AND PROFILE OF THE EXISTING US 60 PAVEMENT.

WORK LIMITS

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL TRAFFIC CONTROL DEVICES AND TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

WALK REPAIR

WALK REPAIR LOCATIONS SHOWN. ESTIMATE LOCATIONS ONLY. REPAIR WALK LOCATIONS AT THE DIRECTION OF THE ENGINEER.

ITEM 202. REMOVAL UNDESIRABLE CONCRETE BOLLARD

THIS ITEM CONSISTS OF REMOVING THE EX CONCRETE BOLLARD AND FOUNDATION.

ITEM 502. CURB, TYPE 6, AS PER PLAN

THIS ITEM CONSISTS OF CONSTRUCTING A VERTICAL CONCRETE CURB AND FOUNDATION. THE CURB SHALL BE CONSTRUCTED IN ACCORDANCE WITH ITEM 502 AND STANDARD DRAWING BR-5.1 EXCEPT THAT THE EXPOSED CURB HEIGHT SHALL MATCH ADJACENT CURB AND THE INTERNAL CONCRETE BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH ITEM 302. CONNECTION TO THE EXISTING CONCRETE BASE SHALL BE PER ITEM 202. WHERE THE CURB IS USED FOR BOTH THE CURB AND DRIVEWAY, THE CURB SHALL BE CONSTRUCTED PER ITEM 602. CURB, TYPE 6, AS PER PLAN. SHALL INCLUDE ALL MATERIALS, LABOR, DOWEL BARS, TIE BARS, DOWEL HOLES, EQUIPMENT, AND INCIDENTALS NECESSARY TO CONSTRUCT THE CONCRETE CURB AND BASE AS DETAIL.

ITEM 601. DATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN

WORK SHALL CONSIST OF REMOVING THE TOP 18" AND REPAIRING THE TOP 18" OF THE CATCH BASIN AS DIRECTED BY THE ENGINEER PER THE REQUIREMENTS OF CHD CHAS ITEM 611. SAWCUT, REMOVE AND REPLACE SPALLS AND ROADWAY PAVEMENT AS NEEDED TO REBUILD CATCH BASINS. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER EACH ITEM 611, DATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN.

ITEM 602. TRANSVERSE/DIAGONAL LINE, AS PER PLAN

THIS ITEM SHALL CONSIST OF INSTALLING TRANSVERSE/DIAGONAL LINES PER CHAS ITEM 602 EXCEPT THAT THE LINE SHALL BE 4" THICK.

SEPARATIONS

THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS, DATED JANUARY 1, 2000, AND THE MOST RECENT STANDARD CONSTRUCTION DRAWINGS SHALL GOVERN THIS IMPROVEMENT.

SURROUNDING PARAMETERS

THE TOPOGRAPHIC AND/OR BOUNDARY SURVEY INFORMATION CONTAINED IN THESE PLANS WAS PROVIDED BY GJ BEYOND SURVEYING, INC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE SYSTEM, CHD SOUTH ZONE (NAD83), THE VERTICAL DATUM IS COAST VERT DATUM (2011). ONE BENCH MARK (BM) SET FOR THE PROJECT (BM-1) IS SHOWN ON THE PLANS. BM-1 = 573.05.

PERMITS, FEES AND NOTICES

THE CONTRACTOR SHALL OBTAIN AT HIS EXPENSE, ANY AND ALL PERMITS AND NOTICES REQUIRED FOR THE CONSTRUCTION OF THE WORK BY LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS.

UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

CABLE	TELEPHONE
TIME WARNER CABLE	201 E. FOURTH ST.
92 S. FOURTH ST.	CINCINNATI, OH 45202
BATAVIA, OH 45103	(513) 397-3104
(513) 489-5892	
GAS	ELECTRIC
DUKE ENERGY	82 S. FOURTH ST.
2010 DANA AVE.	BATAVIA, OH 45103
DINCHINATI, OH 45207	(513) 287-3268
(513) 287-3268	
SANITARY	SEWER
CITY OF MILFORD	CITY OF MILFORD
745 CENTER ST.	745 CENTER ST.
MILFORD, OH 45150	MILFORD, OH 45150
(513) 248-5080	(513) 248-5080
WATER	
CITY OF MILFORD	
745 CENTER ST.	
MILFORD, OH 45150	
(513) 248-5080	

THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS AS REQUIRED BY SECTION 152.04 ORC.

EXISTING FACILITIES

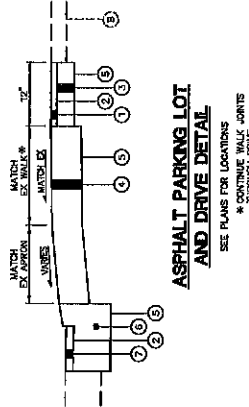
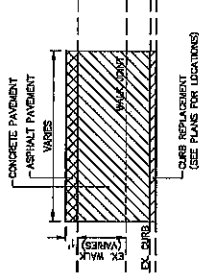
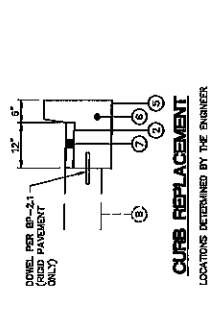
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM HIS WORK IN SUCH A MANNER AS NOT TO DAMAGE OR DESTROY ANY EXISTING FACILITY. IF ANY SUCH DAMAGE DOES OCCUR DUE TO THE CONTRACTOR'S OPERATIONS, HE SHALL REPLACE THE DAMAGED PORTION AT HIS EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

CONSTRUCTION NOTIFICATION

THE CONTRACTOR WILL ADVISE THE PROJECT ENGINEER A MINIMUM OF FOURTEEN (14) DAYS PRIOR TO THE FOLLOWING: START OF CONSTRUCTION ACTIVITIES, LANE CLOSURES, AND ROAD CLOSURES. THE PROJECT ENGINEER WILL FORWARD THIS INFORMATION TO THE DISTRICT PUBLIC INFORMATION OFFICE (DPPIO) FOR THE DISTRICT OF THE PROJECT. THE DPPIO WILL NOTIFY THE PUBLIC, THE LOCAL EMERGENCY SERVICES, AFFECTED SCHOOLS AND BUSINESSES, AND ANY OTHER IMPACTED LOCAL AGENCY OF ANY OF THE ABOVE MENTIONED ITEM VIA MEDIA SOURCES.

CONSTRUCTION NOISE

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 8:00 PM AND 6:00 AM. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND REASONABLY EXPECTED TO BE HEARD FROM THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.



LEGEND

- 1 ITEM 441 - 1.25" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (146), (DRIVEWAYS)
- 2 ITEM 407 - TACK COAT (0.075 GAL/SY)
- 3 ITEM 301 - 5" ASPHALT CONCRETE BASE, PG64-22
- 4 ITEM 452 - 8" NON-REINFORCED CONCRETE PAVEMENT, CLASS CC
- 5 ITEM 204 - SUBGRADE COMPACTION
- 6 ITEM 609 - CURB, TYPE 6, AS PER PLAN
- 7 ITEM 441 - 2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (146), PG64-22
- 8 EXISTING PAVEMENT, UNKNOWN BUILD-UP AND THICKNESS
- 9 EXISTING ASPHALT DRIVE

SHEET NUMBER										ITEM	ITEM EXT.	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
5	6														
														ROADWAY	
										202	23000	665	SY	PAVEMENT REMOVED	
										202	30000	2658	SF	WALK REMOVED	
										202	30000	5	SY	TRAFFIC ISLAND REMOVED	
										202	30000	1746	FT	CURB REMOVED	
										203	10000	2	CY	EXCAVATION	
										204	10000	567	SY	SUBGRADE COMPACTION	
										608	12000	1003	SF	5" CONCRETE WALK	
										608	53000	8	SF	DETECTABLE WARNING	
														EROSION CONTROL	
										609	00300	33	CY	TOPSOIL	
										609	00500	288	SY	SEEDING AND MULCHING CLASS 1	
														DRAINAGE	
										611	88033	9	EA	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	
										611	88054	1	EA	MANHOLE ADJUSTED TO GRADE	
														PAVEMENT	
										301	46000	9	CY	ASPHALT CONCRETE BASE, PSMA-22	
										407	10000	19	QAL	TACK COAT	
										441	30000	11	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (440), PSMA-22	
										441	50400	2	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (440), (DRIVEWAYS)	
										452	12010	312	SY	5" NON-REINFORCED CONCRETE PAVEMENT, CLASS CC 1P	
										609	28001	1783	FT	CURB, TYPE 8, AS PER PLAN	
														TRAFFIC CONTROL	
										644	00100	30	FT	EDGE LINE, 4"	
										644	00701	23	FT	TRANSVERSE/DIAGONAL LINE, AS PER PLAN	
														LIGHTING	
										625	25900	4247	FT	CONDUIT, JACKED OR DRILLED, 2"	
										625	30630	19	FT	PULL BOX, 725.07, SEE 18	
														INCIDENTALS	
										614	11000	1	LUMP	MAINTAINING TRAFFIC	
										623	10000	1	LUMP	CONSTRUCTION LAYOUT STAKES AND SURVEYING	
										624	10000	1	LUMP	MOBILIZATION	

GENERAL SUMMARY

CLE-US 60-0.00

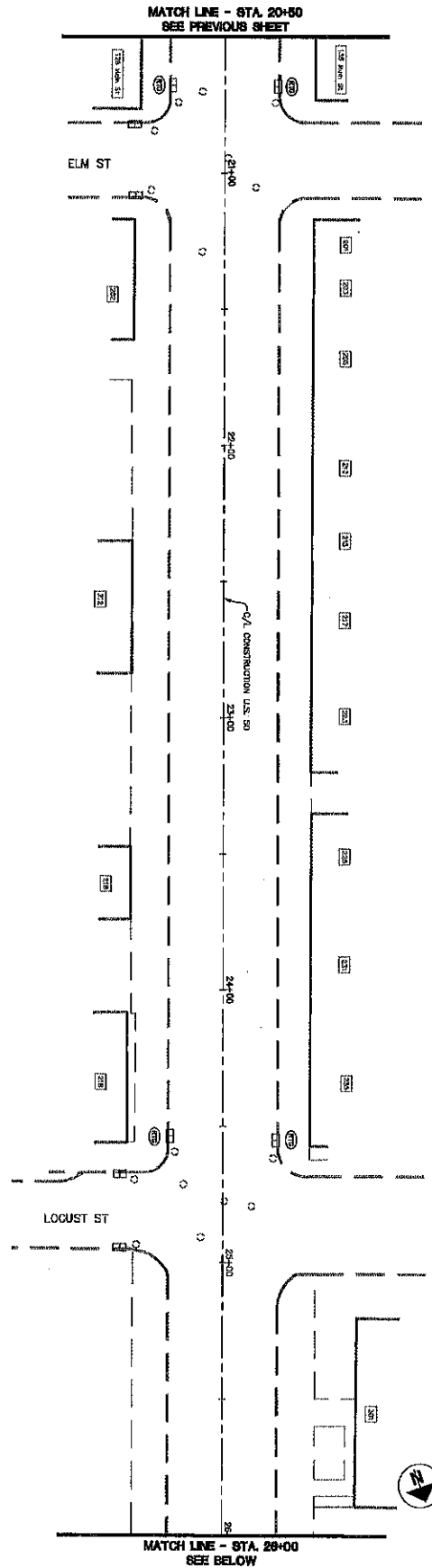
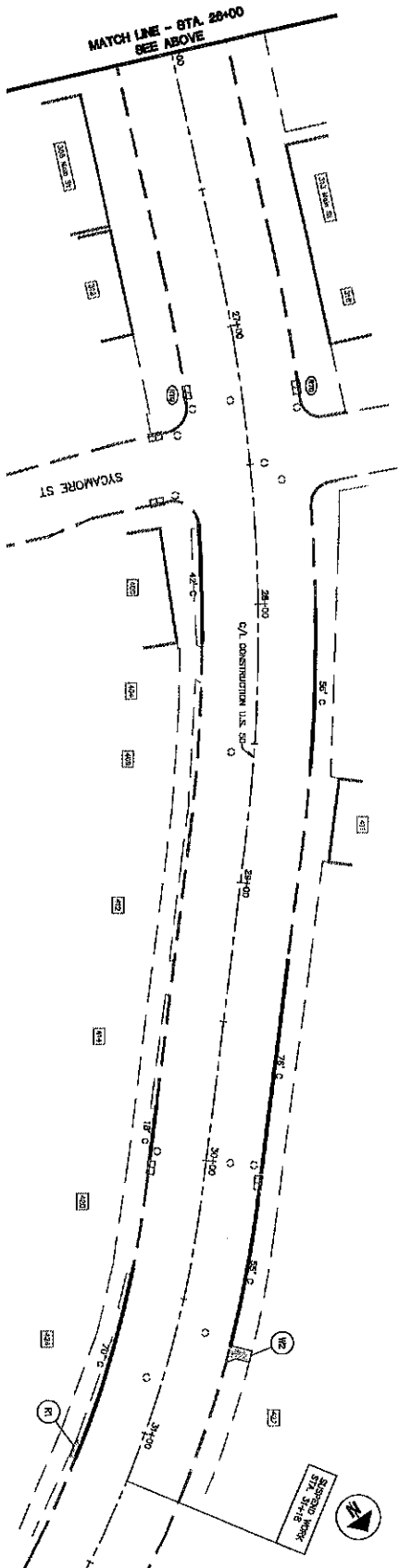
[illegible]



[illegible]



NOTE:  
 RECONSTRUCT DITCH BASIN TO GRADE



8  
21

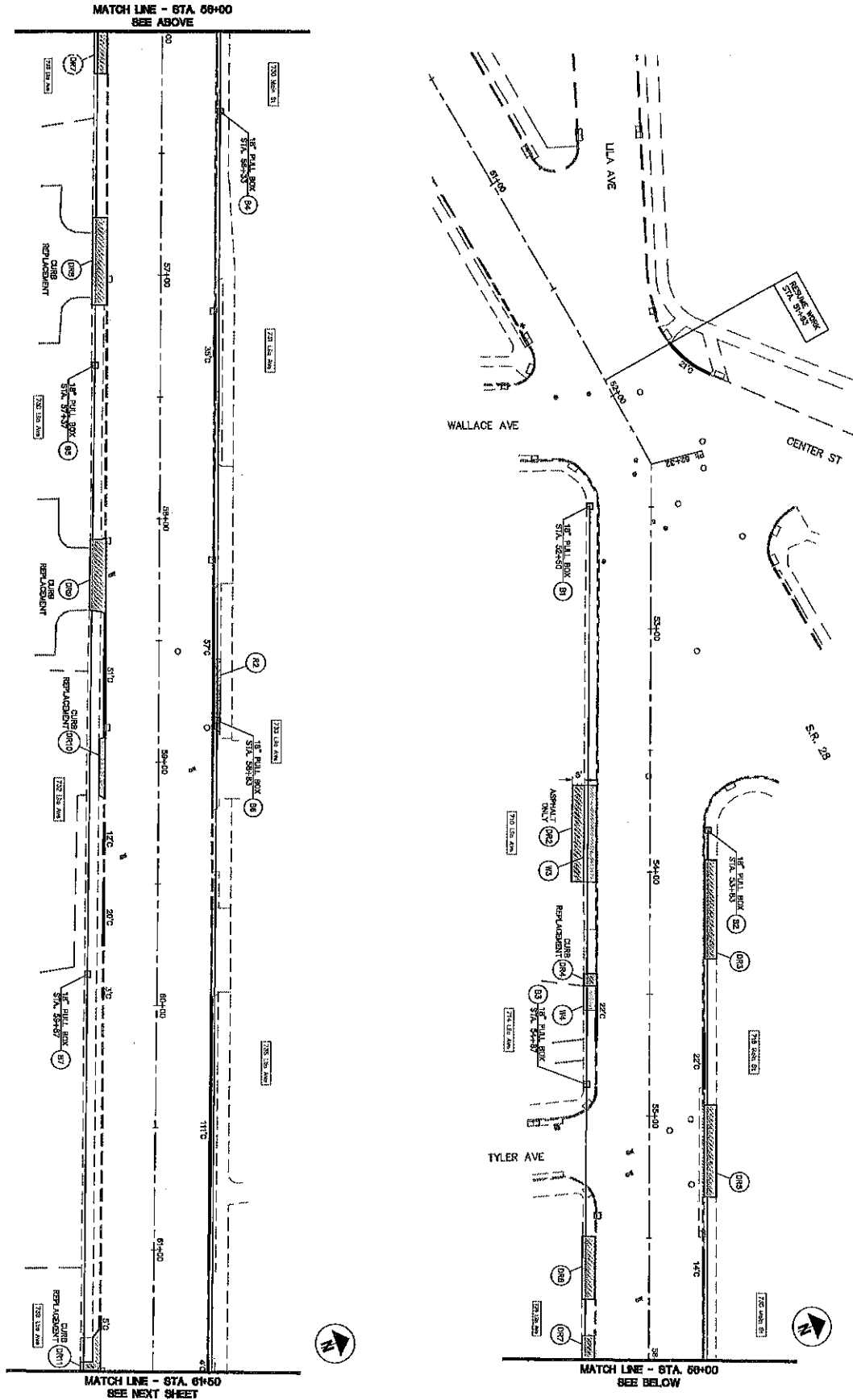
CLE-US 50-0.00

RESURFACING PLAN  
 STA. 20+50 TO STA. 31+19.1

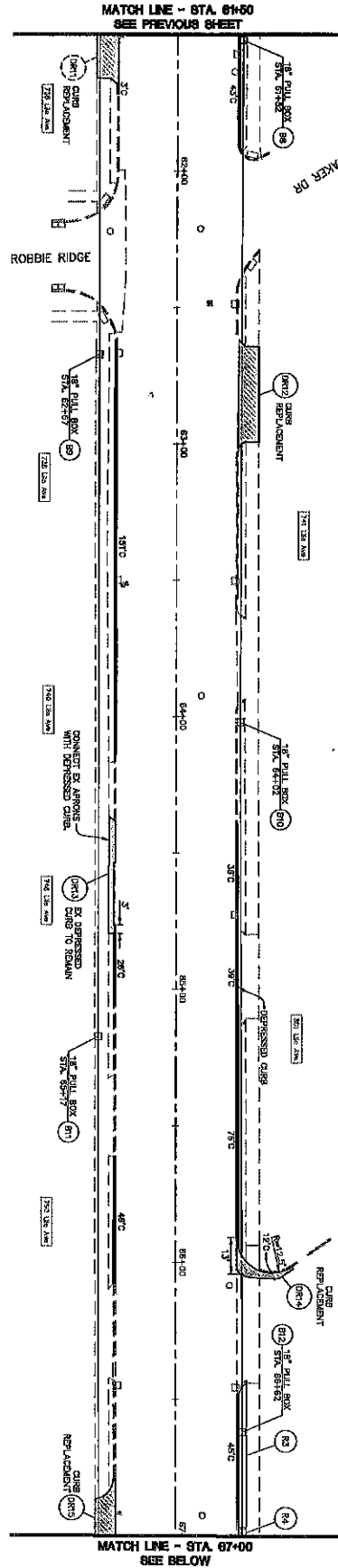
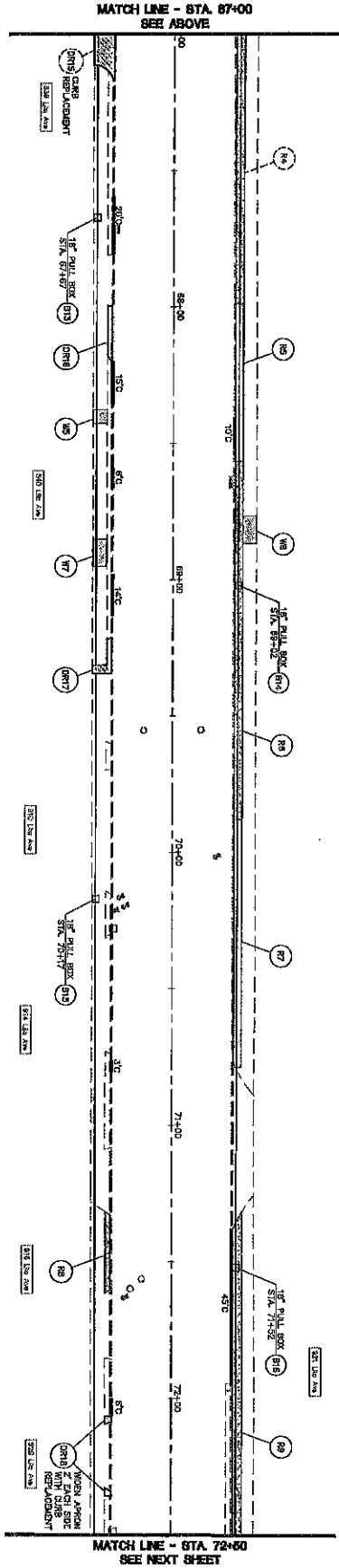
CALCULATED  
 SJB  
 GROUND  
 RWR

0 20 40  
 10  
 HORIZONTAL  
 SCALE IN FEET

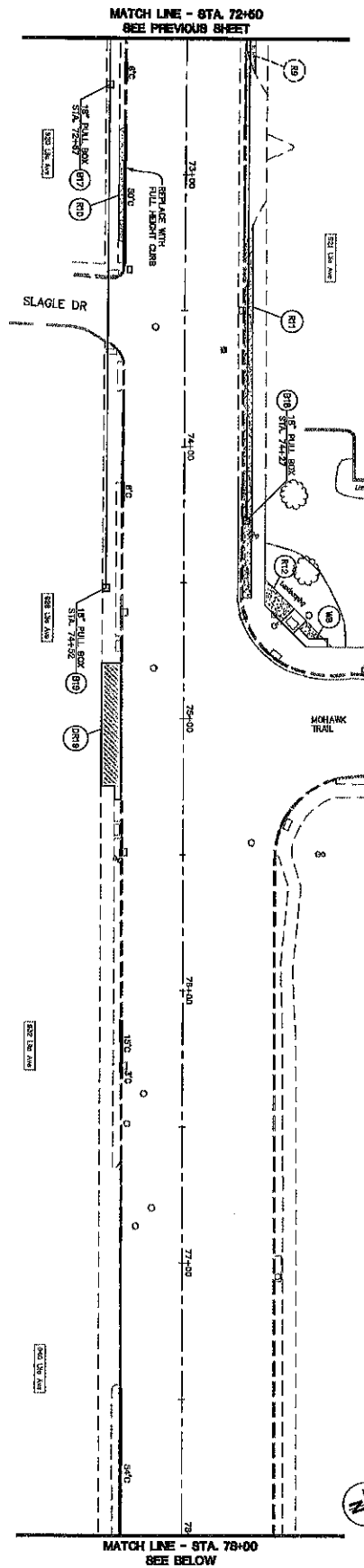
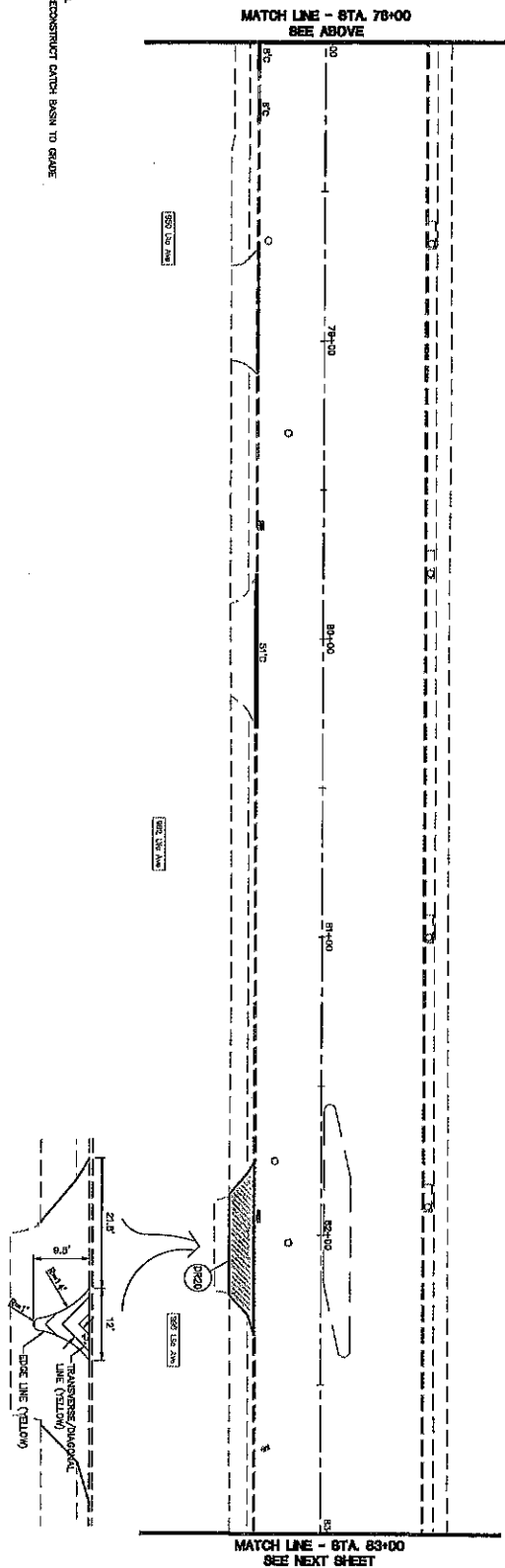
NOTE:  
 (S) RECONSTRUCT CATCH BASIN TO GRADE



NOTE:  
 (C) RECONSTRUCT CATCH BASIN TO GRADE



NOTE:  
 (25) RECONSTRUCT CATCH BASIN TO GRADE



11  
 21

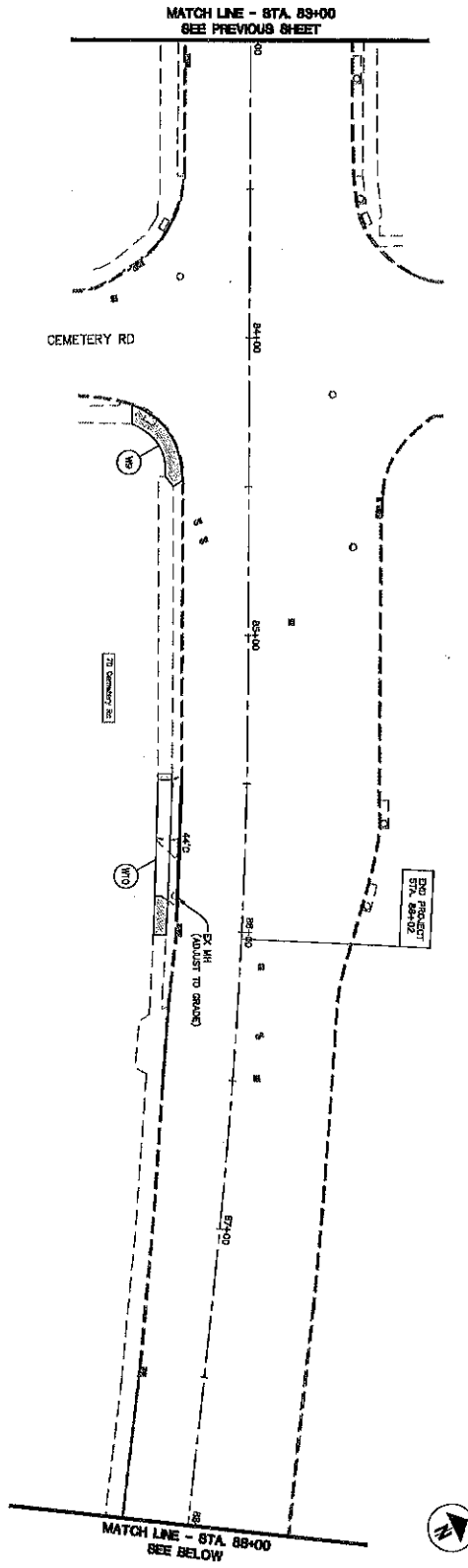
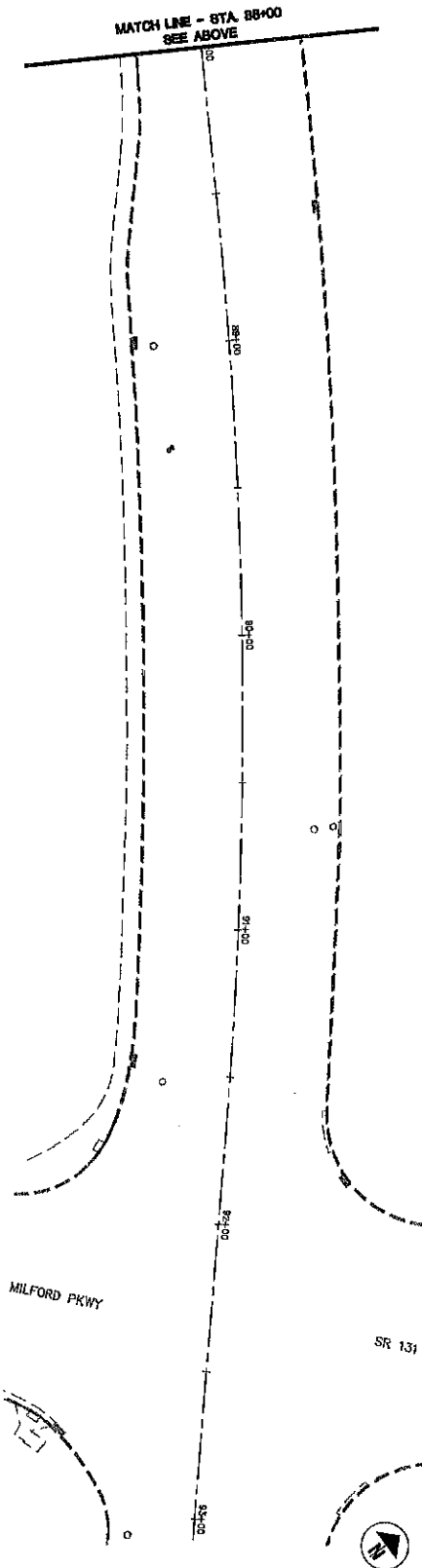
CLE-US 50-0.00

RESURFACING PLAN  
 STA. 72+50 TO STA. 83+00

CALCULATED  
 S.I.B.  
 CHECKED  
 R.W.R.

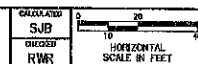
0 20 40  
 HORIZONTAL  
 SCALE IN FEET

NOTE:  
 RECONSTRUCT CATCH BASIN TO GRADE



CLE-US 50-0.00

RESURFACING PLAN  
 STA. 83+00 TO END PROJECT





Client

9/30/2019

CITY OF MILFORD  
 745 CENTER ST, STE 200  
 Milford, OH 45150-1324

Proposal #: 20015871-00003189  
 Account #: 189881  
 Home: (513) 831-7018  
 Work: (513) 248-5096  
 Mobile: (513) 615-9562  
 Email: ehackmeister@milfordohio.org

<u>Tree Care</u>	<u>Service Period</u>	<u>Price</u>	<u>Tax</u>	<u>Total</u>
<input type="checkbox"/> Tree Removal <i>Milford cemetery</i> 1* Section 6 Maple Tree: Remove to near ground level. 2* Section 17 Maple Tree: Remove to near ground level. - Clean up and dispose of all debris. Haul wood.		\$2,800.00		\$2,800.00
<input type="checkbox"/> Stump Grinding <i>Stumps</i> <i>Section 17 and 6</i> Leave wood chips.		\$350.00		\$350.00
<input type="checkbox"/> Tree Removal <i>Behind the Parish Center Building:</i> Remove Hanger out of the Elm Tree. (\$200) 1* Stub: Drop into the woods. (\$200) 2* Stub: Drop into the woods. (\$100) 3* Dead Ash: Remove. Haul (\$100) 4* Dead Ash: Remove. Haul (\$200) 5* Dead Ash: Drop into the woods. (\$400) 6* Dead Ash: Remove. Haul. (\$400) 7* Dead Ash: Leave what falls 10-12' into the woods. (\$600) 8* Dead Ash: Remove. Haul. (\$100) -		\$1,600.00		\$1,600.00
<input type="checkbox"/> Tree Removal <i>Bike Trail at rout 50</i> 1* Locust tree with dead lead top of driveway on the right side: Remove to near ground level. 2* Boxelder left of driveway: Remove as low as possible. 3* Stubs next to Locust Tree. Remove as low as possible. -		\$2,400.00		\$2,400.00



Clean up and dispose of all debris.

Haul wood.

☐ Stump Grinding \$250.00 \$250.00

*Bike Trail at rout 50*

*1\* One Stump top of driveway on the right side:*

*Leave wood chips.*

Sales tax will be added per local jurisdiction unless tax exempt form is on file.

☐ Yes, please schedule the services marked above.

No Deposit may be required upon acceptance:

\$ .00 Deposit Required / \$ \_\_\_\_\_ Deposit Received

Upon completion of work, please charge balance to credit card ☐ Yes ☐ No

Deposit payment options we accept are check or credit card

To pay by check mail to

To pay by credit card call

The Davey Tree Expert  
Company  
6065 Guinea Pike  
Milford, OH 45150-2219

(513) 575-1733



**ACCEPTANCE OF PROPOSAL:** The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

*Anthony Durso*

Anthony Durso

Authorizing Signature

Date

## Client Care Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

### Tree Care

**PRUNING:** Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

**TREE REMOVAL:** Removal to within 6" of ground level and cleanup of debris.

**STUMP REMOVAL:** Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

**CLEAN-UP:** Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

**CABLING/BRACING:** Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

### Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

### Tree and Shrub Fertilization

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insect and disease, greater tolerance to drought stress, increased vigor, and healthier foliage.

### Tree and Shrub Plant Health Care

**PRESCRIPTION PEST MANAGEMENT:** Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

**INSECT MANAGEMENT:** Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

**DISEASE MANAGEMENT:** Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

### Lawn Care

**FERTILIZER AND MECHANICAL SERVICES:** Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aeration, lime, overseeding, and lawn renovation.

**WEED CONTROL AND PEST MANAGEMENT:** Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

### Other Terms and Contract Conditions

**INSURANCE:** Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of Insurance can be verified by requesting a copy of our Certificate of Insurance.

**WORKING WITH LIVING THINGS:** As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

**TREE CARE STANDARDS:** All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

**OWNERSHIP OF TREES/PROPERTY:** Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

**TIME & MATERIAL (T&M):** Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

**BILLING & SALES TAX:** All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

**UNDERGROUND PROPERTY:** We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

**SCHEDULING:** Job scheduling is dependent upon weather conditions and work loads.



## INVOICE 1-2016-04

Date: 10/02/19

To: City of Milford, OH  
Lori Pegg, Community & Information Services Manager  
745 Center Street, Suite 200  
Milford, OH 45150

From: Clermont County Department of Community and Economic Development  
101 East Main Street  
Batavia, OH 45103

Description of Invoice	Amount
CITY OF MILFORD "LOCAL MATCH" FOR CDBG FY 2016 RIVERSIDE PARK IMPROVEMENTS PROJECT 2016-04	\$50,765.00

Please make your check payable to The Clermont County Treasurer.

Payment is due upon receipt of invoice. Thank you.