



Public Works Commission

Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant: Montgomery County Subdivision Code: 113-00113

District Number: 4 County: Montgomery Date: 08/19/2022

Contact: Joseph Dura Phone: 937-225-5507
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: duraj@mcoho.org FAX: _____

Project Name: MOT-Shoup Mill-14.66 LTIP Zip Code: 45415

Subdivision Type	Project Type	Funding Request Summary	
<small>County</small>	<small>(Select single largest component by \$)</small>	<small>(Automatically populates from page 2)</small>	
x	1. Road	Total Project Cost:	<u>5,016,000</u> .00
	2. Bridge/Culvert	1. Grant:	<u>1,100,000</u> .00
	3. Water Supply	2. Loan:	<u>0</u> .00
	4. Wastewater	3. Loan Assistance/ Credit Enhancement:	<u>0</u> .00
	5. Solid Waste	Funding Requested:	<u>1,100,000</u> .00
	6. Stormwater		

District Recommendation (To be completed by the District Committee)

<u>Funding Type Requested</u> <small>(Select one)</small>	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

<u>STATUS</u>	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary / Final Design:	<u>0</u>	.00	
Construction Administration:	<u>0</u>	.00	
Total Engineering Services:	a.) <u>0</u>	.00	<u>0</u> %
Right of Way:	b.) <u>0</u>	.00	
Construction:	c.) <u>4,560,000</u>	.00	
Permits, Advertising, Legal:	e.) <u>0</u>	.00	
Construction Contingencies:	f.) <u>456,000</u>	.00	
Total Estimated Costs:	g.) <u>5,016,000</u>	.00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) <u>0</u>	.00	
Local Revenues:	b.) <u>1,398,800</u>	.00	
Other Public Revenues:			
Local / ODOT - Let: <u>Local-Let</u>	d.) <u>2,517,200</u>	.00	
ODOT PID: <u>110332</u>			
OEPA / OWDA:	e.) <u>0</u>	.00	
CDBG:	f.) <u>0</u>	.00	
Other: <u>0</u>	g.) <u>0</u>	.00	
Subtotal Local Resources:	i.) <u>3,916,000</u>	.00	<u>78.1</u> %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>100</u> % of OPWC Funds	j.) <u>1,100,000</u>	.00	
Loan: <u>0</u> % of OPWC Funds	k.) <u>0</u>	.00	<u>0</u> yrs
Loan Assistance / Credit Enhancement:	l.) <u>0</u>	.00	
Subtotal OPWC Funds:	m.) <u>1,100,000</u>	.00	<u>21.9</u> %
Total Financial Resources:	n.) <u>5,016,000</u>	.00	<u>100</u> %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project New / Expansion: _____⁰.00

3.0 Project Schedule

3.1 Engineering / Design / Right of Way Begin Date: 11/02/2020 End Date: 09/29/2023
3.2 Bid Advertisement and Award Begin Date: 11/06/2023 End Date: 01/05/2024
3.3 Construction Begin Date: 02/28/2024 End Date: 05/30/2025

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed. Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 33 Years Age: 1980 (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 28319
~~27319~~ Year 2022

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ 0 Number of households served: _____

Residential Wastewater Rate Current \$ 0 Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 2000 character limit.

The project is located in Harrison Township and stretches from 500 feet west of North Main Street (SR 48), east to the Stillwater River, for a total length of approximately 3,280 feet.

B: IDENTIFY THE PROBLEM (Describe the issue to be addressed) 2000 character limit.

This section of Shoup Mill Road was constructed in 1966 and has exceeded its serviceable life. The subsurface and surface components of the drainage system are failing. The project corridor, although offering a range of residential, commercial, and public land uses, generally lacks pedestrian or bicycle-friendly facilities. There are three stream crossings within the corridor, carrying unnamed tributaries of the Stillwater River. The two bridges, and one culvert, located within the project limits have been determined to be structurally deficient and have reached the end of their useful life. The two bridges have general appraisal ratings of 2 & 4, out of a possible appraisal rating of 9, and the culvert has a general appraisal rating of 4.

C: PROJECT SCOPE (Describe the work to be completed) 2000 character limit.

The project will address the deteriorated roadway and crumbling medians which require continuous maintenance. The failing portions of the storm sewer system will be replaced. Pedestrian and bicycle facilities will be added along Shoup Mill Road from SR 48 to Riverside Drive. A bridge and a culvert will be replaced, while a second bridge will be rehabilitated. Finally, the existing traffic signal at Shoup Mill Road & Riverside Drive will be replaced.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Michael B. Colbert
Title: County Administrator
Address: 451 West Third Street

City: Dayton State: OH Zip: 45422
Phone: 937-225-4582
FAX:
E-Mail: colbertm@mcoho.org

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Ronelle Kinney
Title: Fiscal Officer
Address: 451 West Third Street

City: Dayton State: OH Zip: 45422
Phone: 937-225-4904
FAX:
E-Mail: kinneyr@mcoho.org

5.3 Project Manager

Name: Joseph Dura
Title: Roadway Engineer
Address: 451 West Third Street

City: Dayton State: OH Zip: 45422
Phone: 937-225-5507
FAX:
E-Mail: duraj@mcoho.org

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- x A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.

- x A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.

- x A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.

A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.

Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.

Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.

- x Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

**RESOLUTION NO. 22-1243
AUGUST 16, 2022**

RESOLUTION AUTHORIZING THE MONTGOMERY COUNTY ENGINEER'S OFFICE TO PREPARE AND SUBMIT APPLICATIONS TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT PROGRAM (SCIP) OR THE LOCAL TRANSPORTATION IMPROVEMENT PROGRAM (LTIP), AND TO EXECUTE CONTRACTS AS REQUIRED FOR PROJECT APPLICATIONS TO BE SUBMITTED FOR ROUND 2022-2023 (FISCAL YEAR 2024) AS SHOWN IN ATTACHED EXHIBIT "A".

WHEREAS, the Montgomery County Engineer's Office has been notified that OPWC Program Funds will be available to jurisdictions within the area covered by the District 4 Public Works Integrating Committee for Round 2022-2023 (Fiscal Year 2024); and

WHEREAS, the OPWC's State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for public infrastructure projects; and

WHEREAS, the Montgomery County Engineer's Office is planning to construct the capital improvements listed in Exhibit "A"; and

WHEREAS, the Montgomery County Engineer's Office commits to funding all local share project costs exceeding the total of the OPWC's grants and/or loans received; and

WHEREAS, the County Administrator is the County's authorized agent to sign the OPWC applications and subsequent contracts for project applications to be submitted for Round 2022-2023 (Fiscal Year 2024); and

WHEREAS, the Montgomery County Engineer's Office is authorized to provide additional information concerning the projects listed in Exhibit "A" and commits to meeting the reporting requirements for OPWC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Ohio, that the resolution authorizing the transmittal of the applications and entering into of any agreements necessary and appropriate for obtaining OPWC funds as described above for the projects listed in Exhibit "A", be and is hereby approved.

BE IT FURTHER RESOLVED that the Clerk shall certify a copy of this resolution to the County Engineer. The County Engineer shall forward a copy of the certified resolution to the OPWC's District 4 Public Works Integrating Committee. The resolution is also available on Montgomery County, Ohio's website at <http://www.mcoho.org>.

GES:th

**RESOLUTION NO: 22-1243
AUGUST 16, 2022**

CERTIFICATE

Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Mrs. Lieberman, and upon call of the roll the following vote resulted:

Ms. Dodge, aye; Mrs. Lieberman, aye; Mrs. Rice, aye: Carried.



I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 16th day of August, 2022.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.



Emily Bradford, Clerk
Board of County Commissioners
Montgomery County, Ohio

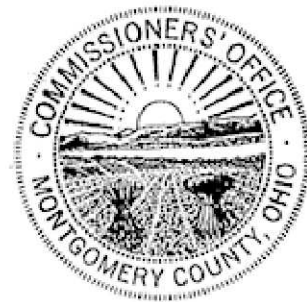


Exhibit A

Ohio Public Works Commission (OPWC) Round 2022-2023 State Capital Improvement Program (SCIP) and Local Transportation Improvement Project (LTIP) Applications

OPWC SCIP Project Application	Job Number	Program Manager	SCIP Project Total Costs	Total SCIP Request	SCIP Grant Request	SCIP Loan Request	MCEO Road A&G	Funds from Other Sources	SCIP Loan Term
Mad River Road Resurfacing (PID 116873)	2022-12	Joe Dura	\$ 874,500	\$ 200,000	\$ 50,000	\$ 150,000	\$ 166,284	\$ 508,216	5-years
Shoup Mill Road Reconstruction (PID 110332)	2018-20	Joe Dura	\$ 5,016,000	\$ 1,500,000	\$ 1,125,000	\$ 375,000	\$ 998,800	\$ 2,517,200	10-years
Taylorsville Road	2021-18	Cedric McGhee	\$ 1,330,000	\$ 500,000	\$ 250,000	\$ 250,000	\$ 830,000	\$ -	5-years
Wagner Ford Road (HAR-218-1.00)	2021-09	Rick Splawinski	\$ 1,022,000	\$ 500,000	\$ 125,000	\$ 375,000	\$ 522,000	\$ -	10-years
Wenger Road (CLT-20B-2.06)	2021-17	David Shields	\$ 409,500	\$ 409,500	\$ 102,375	\$ 307,125	\$ -	\$ -	10-years

OPWC LTIP Project Application	Job Number	Program Manager	LTIP Project Total Costs	LTIP Grant Request		MCEO Road A&G	Funds from Other Sources	
Mad River Road Resurfacing (PID 116873)	2022-12	Joe Dura	\$ 874,500	\$ 200,000		\$ 166,284	\$ 508,216	
Shoup Mill Road Reconstruction (PID 110332)	2018-20	Joe Dura	\$ 5,016,000	\$ 1,100,000		\$ 1,398,800	\$ 2,517,200	
Taylorsville Road	2021-18	Cedric McGhee	\$ 1,330,000	\$ 332,500		\$ 997,500	\$ -	
Wagner Ford Road (HAR-218-1.00)	2021-09	Rick Splawinski	\$ 1,022,000	\$ 200,000		\$ 822,000	\$ -	
Wenger Road (CLT-20B-2.06)	2021-17	David Shields	\$ 409,500	\$ 195,000		\$ 214,500	\$ -	

MONTGOMERY COUNTY ENGINEER'S OFFICE CHIEF FINANCIAL OFFICERS CERTIFICATION

I, Ronelle Kinney, Comptroller, of the Montgomery County Engineer's Office, hereby certify that The Montgomery County Engineer's Office will have the amount of \$1,398,800.00 available in the Road A&G Fund and that this amount will be added to the LTIP grant amount of \$1,100,000 requested for the MOT-Shoup Mill-14.66 project, Harrison Township, Job #2018-20.

Round PY37

Project Name: MOT-Shoup Mill-14.66

Grant Amount	\$1,100,000.00
Road A&G	\$1,398,800.00

These funds will be available for payment July 1, 2023, immediately after formal project approval.



Ronelle Kinney, Comptroller
Montgomery County Engineer's Office

Date: 8/19/22

MOT-SHOUP MILL-14.66 RECONSTRUCTION
PID 110332, JOB No. 2018-20

Group	Item	Unit	Item Description	Quantity	Unit Price	Extension
ROADWAY	201E11000	LS	CLEARING AND GRUBBING	1	\$22,451.10	\$22,451.10
ROADWAY	202E11304	SY	PORTIONS OF STRUCTURE REMOVED	3	\$898.04	\$2,694.12
ROADWAY	202E23000	SY	PAVEMENT REMOVED	3112	\$12.51	\$38,931.12
ROADWAY	202E23500	SY	WEARING COURSE REMOVED	24633	\$4.18	\$102,965.94
ROADWAY	202E30600	SY	CONCRETE MEDIAN REMOVED	2569	\$8.98	\$23,069.62
ROADWAY	202E30000	SF	WALK REMOVED	877	\$7.62	\$6,682.74
ROADWAY	202E32000	FT	CURB REMOVED	7915	\$6.02	\$47,648.30
ROADWAY	202E35100	FT	PIPE REMOVED, 24" AND UNDER	2314	\$10.22	\$23,649.08
ROADWAY	202E38000	FT	GUARDRAIL REMOVED	754	\$2.54	\$1,915.16
ROADWAY	202E53010	EACH	SPECIAL - PARKING BLOCK REMOVED AND RESET	1	\$224.51	\$224.51
ROADWAY	202E58000	EACH	MANHOLE REMOVED	4	\$607.65	\$2,430.60
ROADWAY	202E58100	EACH	CATCH BASIN REMOVED	2	\$371.17	\$742.34
ROADWAY	202E58200	EACH	INLET REMOVED	34	\$238.29	\$8,101.86
ROADWAY	202E98100	EACH	REMOVAL MISC.: Light Pole and Fixture	3	\$1,796.09	\$5,388.27
ROADWAY	203E10000	CY	EXCAVATION	1341	\$20.38	\$27,329.58
ROADWAY	203E20000	CY	EMBANKMENT	3500	\$12.80	\$44,800.00
ROADWAY	204E10000	SY	SUBGRADE COMPACTION	15503	\$0.79	\$12,247.37
ROADWAY	204E13000	CY	EXCAVATION OF SUBGRADE	1291	\$18.63	\$24,051.33
ROADWAY	204E30010	CY	GRANULAR MATERIAL, TYPE B	1291	\$44.81	\$57,849.71
ROADWAY	204E45000	HOUR	PROOF ROLLING	20	\$217.41	\$4,348.20
ROADWAY	204E50000	SY	GEOTEXTILE FABRIC	3872	\$0.89	\$3,446.08
ROADWAY	606E15050	FT	GUARDRAIL, TYPE MGS	637.5	\$20.90	\$13,323.75
ROADWAY	606E26150	EACH	ANCHOR ASSEMBLY, MGS TYPE E	1	\$2,705.76	\$2,705.76
ROADWAY	606E26500	EACH	ANCHOR ASSEMBLY, TYPE T	4	\$899.75	\$3,599.00
ROADWAY	607E23001	FT	FENCE, TYPE CLT, AS PER PLAN	368	\$33.44	\$12,305.92
ROADWAY	607E35001	FT	FENCE REMOVED AND REBUILT, AS PER PLAN	368	\$28.02	\$10,311.36
ROADWAY	607E98000	FT	FENCE, MISC.: Wood Fence	100	\$67.35	\$6,735.00
ROADWAY	623E38500	EACH	MONUMENT ASSEMBLY	8	\$933.16	\$7,465.28
ROADWAY	690E50100	EACH	SPECIAL - MAILBOX SUPPORT SYSTEM, SINGLE	1	\$186.21	\$186.21
					ROADWAY TOTAL:	\$517,599.31
EROSION CONTROL	832E30000	EACH	EROSION CONTROL	1	\$89,804.39	\$89,804.39
					EROSION CONTROL TOTAL:	\$89,804.39
DRAINAGE	503E31101	CY	ROCK EXCAVATION, AS PER PLAN	5	\$118.20	\$591.00
DRAINAGE	601E21050	SY	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT	10	\$168.97	\$1,689.70
DRAINAGE	601E32104	CY	ROCK CHANNEL PROTECTION, TYPE B WITH GEOTEXTILE FABRIC	43	\$144.38	\$6,208.34
DRAINAGE	601E32204	CY	ROCK CHANNEL PROTECTION, TYPE C WITH GEOTEXTILE FABRIC	2	\$146.88	\$293.76
DRAINAGE	602E20000	CY	CONCRETE MASONRY	47.34	\$1,154.50	\$54,654.03
DRAINAGE	605E13300	FT	6" UNCLASSIFIED PIPE UNDERDRAINS	100	\$16.18	\$1,618.00
DRAINAGE	605E31100	FT	AGGREGATE DRAINS	50	\$16.95	\$847.50
DRAINAGE	611E01500	FT	6" CONDUIT, TYPE F	551	\$8.98	\$4,947.98
DRAINAGE	611E04400	FT	12" CONDUIT, TYPE B	1409	\$55.01	\$77,509.09
DRAINAGE	611E05900	FT	15" CONDUIT, TYPE B	1639	\$89.80	\$147,182.20
DRAINAGE	611E07400	FT	18" CONDUIT, TYPE B	151	\$93.13	\$14,062.63
DRAINAGE	611E26000	FT	72" CONDUIT, TYPE A	159	\$549.64	\$87,392.76
DRAINAGE	611E98370	EACH	CATCH BASIN, NO. 6	5	\$2,884.49	\$14,422.45
DRAINAGE	611E98470	EACH	CATCH BASIN, NO. 2-2B	3	\$1,871.49	\$5,614.47
DRAINAGE	611E98540	EACH	CATCH BASIN, NO. 2-4	1	\$2,908.32	\$2,908.32
DRAINAGE	611E98151	EACH	CATCH BASIN, NO. 3, AS PER PLAN	3	\$3,384.47	\$10,153.41
DRAINAGE	611E98180	EACH	CATCH BASIN, NO. 3A	38	\$2,155.31	\$81,901.78
DRAINAGE	611E98181	EACH	CATCH BASIN, NO. 3A, AS PER PLAN	13	\$2,424.72	\$31,521.36
DRAINAGE	611E98690	EACH	CATCH BASIN, MISC.: Catch Basin, No. 3A Modified	5	\$2,694.13	\$13,470.65
DRAINAGE	611E99574	EACH	MANHOLE, NO. 3	2	\$3,856.44	\$7,712.88
DRAINAGE	611E99575	EACH	MANHOLE, NO. 3, AS PER PLAN	1	\$3,856.44	\$3,856.44
DRAINAGE	611E99584	EACH	MANHOLE, NO. 3 WITH 96" BASE I.D. AND 9" WEIR	1	\$10,776.53	\$10,776.53
DRAINAGE	611E99654	EACH	MANHOLE ADJUSTED TO GRADE	4	\$799.42	\$3,197.68
DRAINAGE	611E99710	EACH	PRECAST REINFORCED CONCRETE OUTLET	2	\$351.45	\$702.90
DRAINAGE	895E10030	EACH	MANUFACTURED WATER QUALITY STRUCTURE, TYPE 3	1	\$26,492.29	\$26,492.29
					DRAINAGE TOTAL:	\$609,728.15
PAVEMENT	255E10010	SY	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC1	135	\$160.39	\$21,652.65
PAVEMENT	301E56000	CY	ASPHALT CONCRETE BASE, PG64-22, (449)	478	\$145.25	\$69,429.50
PAVEMENT	304E20000	CY	AGGREGATE BASE	2634	\$52.01	\$136,994.34
PAVEMENT	407E20000	GAL	NON-TRACKING TACK COAT	1474	\$2.78	\$4,097.72
PAVEMENT	441E70000	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	63	\$270.94	\$17,069.22
PAVEMENT	441E70300	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	98	\$214.62	\$21,032.76
PAVEMENT	441E70500	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS)	8	\$458.16	\$3,665.28
PAVEMENT	441E70700	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449), (DRIVEWAYS)	10	\$384.98	\$3,849.80
PAVEMENT	442E22100	CY	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (449)	1032	\$203.59	\$210,104.88
PAVEMENT	442E22400	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (449)	1204	\$179.61	\$216,250.44
PAVEMENT	452E10010	SY	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	31	\$66.87	\$2,072.97
PAVEMENT	452E12010	SY	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	445	\$91.57	\$40,748.65
PAVEMENT	452E13010	SY	9" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	3579	\$76.36	\$273,292.44

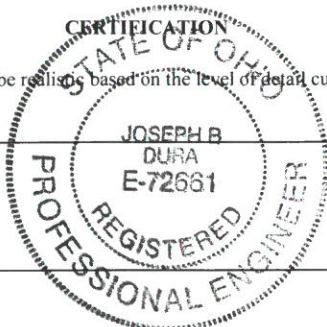
MOT-SHOUP MILL-14.66 RECONSTRUCTION
 PID 110332, JOB No. 2018-20

Group	Item	Unit	Item Description	Quantity	Unit Price	Extension
PAVEMENT	608E10000	SF	4" CONCRETE WALK	11918	\$7.27	\$86,643.86
PAVEMENT	608E52000	SF	CURB RAMP	2342	\$25.50	\$59,721.00
PAVEMENT	608E53020	SF	DETECTABLE WARNING	40	\$45.71	\$1,828.40
PAVEMENT	609E26000	FT	CURB, TYPE 6	8513	\$17.96	\$152,893.48
PAVEMENT	609E30000	FT	CURB, TYPE 8	327	\$31.43	\$10,277.61
PAVEMENT	609E58000	SY	9" CONCRETE TRAFFIC ISLAND	726	\$53.88	\$39,116.88
PAVEMENT	609E70000	SY	4" CONCRETE MEDIAN	2167	\$49.92	\$108,176.64
PAVEMENT TOTAL:						\$1,478,918.52
WATER WORKS	638E10400	EACH	FIRE HYDRANT ADJUSTED TO GRADE	1	\$1,255.50	\$1,255.50
WATER WORKS	638E10501	EACH	FIRE HYDRANT REMOVED AND RESET, AS PER PLAN	2	\$3,196.98	\$6,393.96
WATER WORKS	638E10800	EACH	VALVE BOX ADJUSTED TO GRADE	9	\$405.35	\$3,648.15
WATER WORKS TOTAL:						\$11,297.61
SANITARY SEWER	611E99654	EACH	MANHOLE ADJUSTED TO GRADE	4	\$799.42	\$3,197.68
SANITARY SEWER	611E99660	EACH	MANHOLE RECONSTRUCTED TO GRADE	2	\$1,554.77	\$3,109.54
SANITARY SEWER TOTAL:						\$6,307.22
TRAFFIC CONTROL	630E95000	LS	SIGNING, MISC.: Street Signing	1	\$22,451.10	\$22,451.10
TRAFFIC CONTROL	644E50100	EACH	PAVEMENT MARKING, MISC.: Pavement Markings	1	\$22,451.10	\$22,451.10
TRAFFIC CONTROL TOTAL:						\$44,902.20
TRAFFIC SIGNAL	632E90300	LS	SIGNALIZATION, MISC.: Riverside Dr. & Shoup Mill Rd. Signal	1	\$224,510.97	\$224,510.97
TRAFFIC SIGNAL TOTAL:						\$224,510.97
LANDSCAPING	661E99940	LS	PLANTING, MISC.: Tree Trimming	1	\$449.02	\$449.02
LANDSCAPING	690E98400	LS	SPECIAL - Stream Restoration	1	\$22,451.10	\$22,451.10
LANDSCAPING TOTAL:						\$22,900.12
RETAINING WALLS	518E21200	CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	1845	\$89.80	\$165,681.00
RETAINING WALLS	530E50010	SF	SPECIAL - RETAINING WALL	1845	\$54.78	\$101,069.10
RETAINING WALLS TOTAL:						\$266,750.10
STRUCTURES	202E20010	EACH	HEADWALL REMOVED	3	\$291.73	\$875.19
STRUCTURES	202E35200	FT	PIPE REMOVED, OVER 24"	368	\$67.35	\$24,784.80
STRUCTURES	503E11100	LS	COFFERDAMS AND EXCAVATION BRACING	1	\$44,902.19	\$44,902.19
STRUCTURES	503E21300	LS	UNCLASSIFIED EXCAVATION	1	\$13,470.66	\$13,470.66
STRUCTURES	509E10000	LB	EPOXY COATED REINFORCING STEEL	3100	\$2.40	\$7,440.00
STRUCTURES	511E46210	CY	CLASS QC1 CONCRETE, RETAINING/WINGWALL INCLUDING FOOTING	82	\$669.46	\$54,895.72
STRUCTURES	512E10100	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	51	\$29.98	\$1,528.98
STRUCTURES	512E33000	SY	TYPE 2 WATERPROOFING	836	\$15.76	\$13,175.36
STRUCTURES	516E13600	SF	1" PREFORMED EXPANSION JOINT FILLER	29	\$5.01	\$145.29
STRUCTURES	601E32000	CY	ROCK CHANNEL PROTECTION, TYPE A WITH FILTER	212	\$116.29	\$24,653.48
STRUCTURES	611E95500	FT	10' X 8' CONDUIT, TYPE A, 706.05	228	\$987.85	\$225,229.80
STRUCTURES	611E96550	FT	FIELD PAVING OF EXISTING PIPE '120"x78" CMP Arch	184	\$224.51	\$41,309.84
STRUCTURES	611E96550	FT	FIELD PAVING OF EXISTING PIPE '128"x83" CMP Arch	77	\$224.51	\$17,287.27
STRUCTURES	833E12000	FT	CONDUIT RENEWAL USING SPRAY APPLIED STRUCTURAL LINER, ARCH '120"x78" CMP Arch (Geopolymer Mortar Spray)	184	\$740.89	\$136,323.76
STRUCTURES	833E12000	FT	CONDUIT RENEWAL USING SPRAY APPLIED STRUCTURAL LINER, ARCH '128"x83" CMP Arch (Geopolymer Mortar Spray)	77	\$740.89	\$57,048.53
STRUCTURES TOTAL:						\$663,070.87
MAINTAINING TRAFFIC	614E11000	LS	TEMPORARY TRAFFIC CONTROL	1	\$314,315.36	\$314,315.36
MAINTAINING TRAFFIC TOTAL:						\$314,315.36
INCIDENTALS	614E11000	LS	MAINTAINING TRAFFIC	1	\$179,608.78	\$179,608.78
INCIDENTALS	614E12420	LS	DETOUR SIGNING	1	\$13,470.66	\$13,470.66
INCIDENTALS	623E10000	LS	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	\$26,941.32	\$26,941.32
INCIDENTALS	624E10000	LS	MOBILIZATION	1	\$89,874.42	\$89,874.42
INCIDENTALS TOTAL:						\$309,895.18

SUB-TOTAL \$4,560,000.00
 10% CONTINGENCY \$456,000.00
TOTAL ESTIMATED CONSTRUCTION COST \$5,016,000.00

I hereby certify the above estimate to be realistic based on the level of detail currently available for this project;

Joseph B. Dura
 Joseph B. Dura
 Ohio Engineer's License #72661



8/8/2022
 Date

MOT-SHOUP MILL-14.66 RECONSTRUCTION, PID 110332, Job #2018-20

A weighted useful life statement stamped/sealed and signed by a licensed professional engineer must be included with the project application.

This spreadsheet has formulas to make a weighted useful life calculation and is populated with an example for illustrative purposes. Items can be added to column a.

Weighted Useful Life & Design Service Capacity Calculations

Major Component	Cost (\$1,000)	Portion Repair / Replacement (%)	Repair / Replace Product	Useful Life (Years)	Useful Life Product
Full-depth road construction w/ drainage				25	
Full-depth road construction w/o drainage				25	
Partial-depth road construction w/ drainage	2265.9	100	226590	15	33988.5
Partial-depth road construction w/o drainage				15	
Storm Sewers	609.7	100	60970	40	24388
Sanitary Sewers	6.3	100	630	40	252
Water Lines	11.3	100	1130	40	452
Bridge	889.8	100	88980	75	66735
Pumps, Lift Stations				15	
Sidewalks				25	
Bike Facility				7	

Totals	3783		378300		125815.5
---------------	-------------	--	---------------	--	-----------------

Weighted Useful Life: 33.3 Years

Design Service Capacity (Project Application, Section 2.0):

Portion Repair / Replace 100 %
 Portion New / Expansion %

USEFUL LIFE CERTIFICATION

I hereby certify that this project has an expected useful life of normal usage in this specific situation; in evidence, whereof, I have set my signature and seal as of this date.

Joseph B. Dura
 Joseph B. Dura
 Ohio Engineer's License #72661



8/9/2022

Date

OHIO PUBLIC WORKS COMMISSION DISTRICT 4

Round 2022-2023 Supplemental Questionnaire

Applicant: _____

Project Title: _____

Application Summary:

Briefly describe the project:

Priority:

Is this application your priority project? (Circle One)	
Yes	No

Generation of Revenue:

Will new user fees or assessments be assessed as part of this project? (Circle One)	
Yes	No
What will the new user fees or assessments be used for?	

Additional Funding:

Will OPWC match, in part, a committed grant or loan? (Circle One)	
Yes	No
If no, was the project submitted to an appropriate agency for funding, but denied due to lack of funding? (Circle One)	
Yes – Appropriate Documentation Attached	No

Readiness of Project:

Will this project be <u>substantially</u> underway on or before June 1, 2024? (Circle One)	
Yes	No

Health & Safety:

Describe the specific health or safety issue being addressed by this project. What deficiency or condition is causing the health or safety issue?

Addresses District Infrastructure Needs:

Is this project located in more than one community? (Circle One)		
Yes		No
What percentage of the community will be served by this project? (Circle One)		
Less than 25%	25% to 40%	More than 40%

Economic Development

How many jobs are being created as a result of this project?	
How many jobs will be retained as a result of this project?	
Why is it necessary to fund this improvement to secure this development?	
What type of industry is proposed in this development?	

Relieve Existing Traffic Congestion:

What is the level of service?	
--------------------------------------	--

Other Factors

What other factors exist that make this project more important than other like projects?

PROJECT LOCATION



EXISTING CONDITIONS – Pavement

- ▶ Right: Typical condition of asphalt wearing surface over concrete pavement. Note rutting (waves) in asphalt wearing surface.
- ▶ Below: Note raised transverse cracks in asphalt at concrete pavement joint failures



EXISTING CONDITIONS – Medians

- ▶ Replace existing crumbling medians
- ▶ Pictures shows typical condition of medians along Shoup Mill Road.



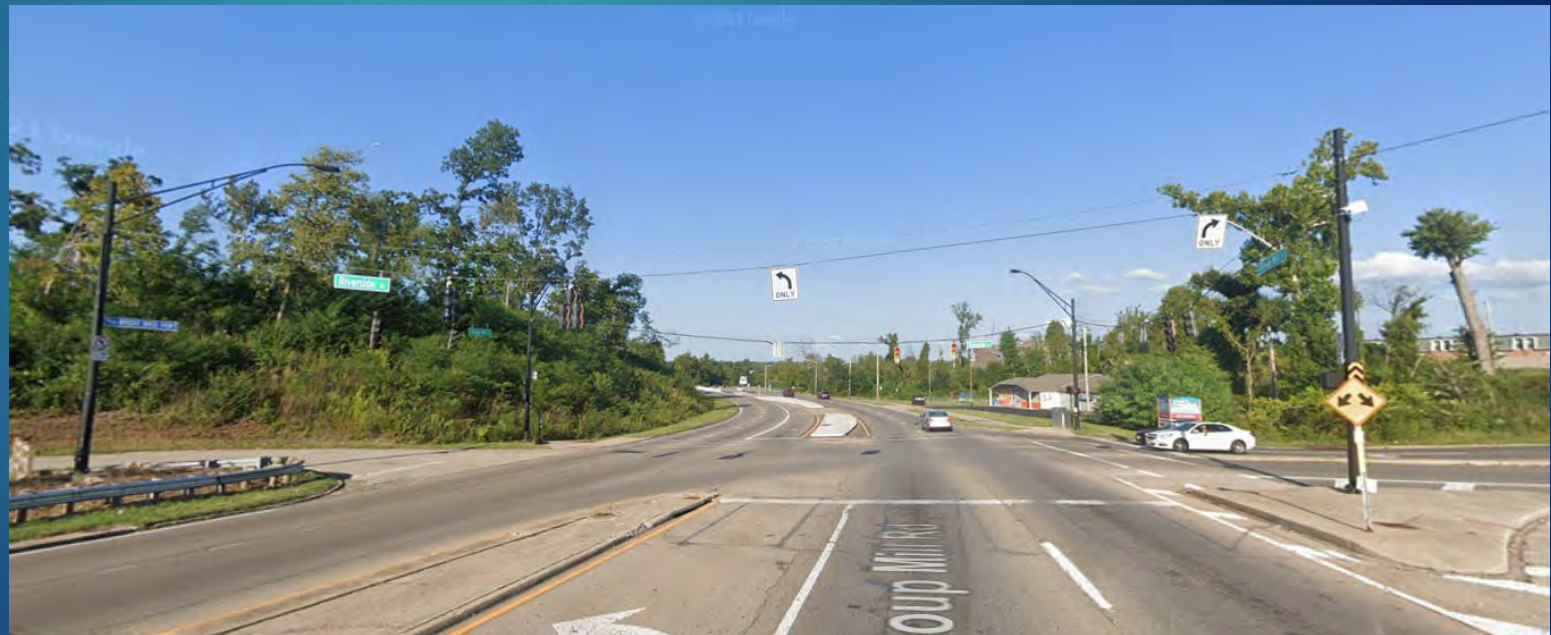
EXISTING CONDITIONS – Storm Sewer

- ▶ Pictures show typical condition of catch basins along Shoup Mill Road.



EXISTING CONDITIONS – Traffic Signal

- ▶ Picture of existing span wire traffic signal at the intersection of Riverside Drive and Shoup Mill Road



EXISTING CONDITIONS – Bridge & Culvert

- ▶ Picture existing culvert 200 feet west of the intersection of Riverside Drive and Shoup Mill Road.
- ▶ Structurally deficient culvert with a general appraisal rating of 4 out of 9. The general appraisal is a numerical value that represents a structures overall condition.



EXISTING CONDITIONS – Bridge &

- ▶ Picture existing bridge under the **Culvert** intersection of Riverside Drive and Shoup Mill Road.
- ▶ Structurally deficient bridge with a general condition rating of 4 out of 9



EXISTING CONDITIONS – Bridge & Culvert

- ▶ Picture existing bridge immediately adjacent to the SR 48 & Shoup Mill Road intersection.
- ▶ Structurally deficient bridge with a general condition rating of 2 out of 9



EXISTING CONDITIONS – Pedestrian & Bike Facilities

- ▶ Picture to the right: Existing RTA stop with no adjacent pedestrian or shared-use path facility. Said stop is located adjacent to Horizon Science Academy.



Ohio Bridge Inspection Summary Report

MOT-C0074-0083 (5736013)

2: District 07 33922 - HARRISON TWP (MOT county)
 21: Major Maint A/B 02 - County Highway Agency /
 225 Routine Main A/B 02 - County Highway Agency /
 221 Inspection A/B 02 - County Highway Agency /
 220: Inv. Location HAR

5A: Inventory Route 1 C0074
 7: Facility On Shoup Mill C0074
 6: Feature Ints Ditch
 9: Location 1/4 MILE EAST OF SR48

Condition	Structure Type
-----------	----------------

58: Deck N - Not Applicable 58.01 Wearing Surface N - Not Applicable 58.02 Joint N- Not Applicable 59: Superstructure N - Not Applicable 59.01 Paint & PCS N - Not Applicable 60: Substructure N - Not Applicable 61: Channel 5 61.01 Scour 5 - Fair or problems noted but they are stable or unchanged scour (Spread: no undermining, Deep: A couple piles may be visible) 62: Culverts 4 - Large spalls, heavy scaling, wide cracks 67.01 GA 4	43: Bridge Type 3 - Steel 19 - Culvert (includes frame culverts) N- Not Applicable 45: Spans Main / Approach 1 / 0 107: Deck Type N - Not Applicable 408: Composite Deck U - Unknown 414A Joint Type 1 N - None 414B: Joint Type 2 N - None 108A: Wearing Surface N - NA N- Not Applicable
--	---

Appraisal

Sufficiency Rating	43.9	SD/FO	1	SD
36: Rail, Tr, Gd, Term Std	N	N	1	1
72: Approach Alignment	7 - Better than present minimum criteria			
113: Scour Critical	7 - Countermeasures installed to correct scour problem			
71: Waterway Adequacy	5 - Occasional Flooding - Significant Delays			

422: WS Date
 423: WS Thick (in) 0.0
 482: Protective Coating N - None or Not Applicable
 483: PCS Date
 453: Bearing Type 1 N - None
 455: Bearing Type 2 N - None
 528: Foundn: Abut Fwd N - None (Such as most Culverts)
 533: Foundn: Abut Rear N - None (such as most Culverts)
 536: Foundn: Pier 1 N - None (Such as most Culverts)
 539: Foundn: Pier 2 N - None (Such as most Culverts)

Geometric

48: Max Span Length (ft)	16.8
49: Structure Length (ft)	16.8
52: Deck Width, Out-To-Out (ft)	0.0
424: Deck Area (sf)	1209.6
32: Appr Roadway Width (ft)	72.0
51: Road Width, Curb-Curb (ft)	0.0
50A: Curb/SW Width: Left (ft)	0
50A: Curb/SW Width: Right (ft)	0
34: Skew (deg)	42
33: Bridge Median	0 - No median
54B: Min Vert Underclearance (ft)	0
336A: Min Vert Clrnce IR Cardinal (ft)	99
336B: Min V Clr IR Non-Cardinal (ft)	0
578: Culvert Length (ft)	224

Age and Service

27: Year Built/ 106 Rehab 1968 / 0000
 42A: Service On 1 - Highway
 42B: Service Under 5 - Waterway
 28A: Lanes on 05
 28B: Lanes Under 00
 19: Bypass Length 3
 29: ADT 27672
 109: % Trucks (%) 5

Load Posting

41: Op/Post/Closed A - Open
 70: Posting 5 - Equal to or above legal loads
 70.01: Date
 70.02: Sign Type
 734: Percent Legal (%) 150
 704: Analysis Date 07/01/1973
 63: Analysis Method 5 - No rating analysis or evaluation performed

Inspections

90: Routine Insp.	12	Months	08/03/2021
92A: FCM Insp.	N	0	
92B: Dive Insp.	N	0	
92C: Special Insp.	N	0	
92D: UBIT Insp.	N	0	
92E: Drone Insp.			
Inspector	Schaub,Mark		

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Element Inspection

- No items available

ODOT District: 07

MOT-C0074-0083 __(5736013)

Date Built: 07/01/1968

Major Maint: 02 - County Highway Agency

Facility Carried: Shoup Mill C0074

Traffic On: 1 - Highway

Rehab Date:

Routine Maint: 02 - County Highway Agency

Feature Inters: Ditch

Traffic Under: 5 - Waterway

Insp: 02 - County Highway

FIPS Code: 33922 - HARRISON TWP (MOT county)

Location: HAR

1/4 MILE EAST OF SR48

Resp A: Agency

Insp

Resp B:

Inspector

Schaub,Mark

Inspection Date 08/03/2021

Reviewer Shields,David

Inspector Comments - Deck and Approach

Deck

Approach

Approach Embankment (EA)

- Area devastated by tornado on 5/27/2019, many down trees have been removed with some debris remaining 2020.

Approach Guardrail (EA)

- Impacted on North side, 4 posts leaning, recommend to repair, same 2018.

Inspector Comments - General Appraisal

Superstructure

Substructure

Culvert

Culvert General (LF)

- Perforations (24"L x 2"W) along the ribs of the invert of pipe at the first 20' of inlet and through out middle third area of pipe approximately 3'L x 30'W 30% of total invert area), channel flow piping through perforations under culvert.

- Cracks across bolt splice holes (approx. 4"L) on East side at spring line South 2/3 of pipe to outlet. Invert of pipe heavy rusting, scaling, and loss of section.

Culvert Shape (LF)

- Wave in bolt line of spring plate.

- Invert heaved 1" -2" East 1/2 of pipe.

Culvert Seams (EA)

- Seam gaps up to 5/8".

- Adjacent horizontal cracks with efflo and rust stains propagating from the center of the splice bolts along East spring line seam from South 2/3 of culvert to outlet. These cracks are 2"L from the bolt center in each direction (total 4" crack each) with 2" of base metal left between adjacent crack and end of

metal. Areas of adjacent cracking are 7'L, 9'L, 4'L, and 50'L with minimal distance between these areas (2' to 3') of sound metal.

Culvert Headwall/Endwall (EA)

- Cracks w/ deterioration, Horizontal fracture across SW side of Headwall at outlet.

Culvert Scour (EA)

- Hollow sounding areas along East and West sides of invert, 90' from the outlet along East and West side and 45' from the outlet on the West side, channel flow is piping through perforations under culvert and flowing under the dump rock at the outlet.

- Bottom face of endwall exposed 18" below pipe with scour hole within 10' of pipe (repaired in 2019 with dump rock added at the outlet).

Scheduled for replacement 2024

Inspector Comments - Waterway

Waterway Adequacy

Channel Hydraulic Opening (EA)

- Area devastated by tornado 5/27/2019, many down trees and debris across channel at outlet.

Channel

Channel Protection (LF)

- Heavy erosion to banks outlet.

- Scour hole in channel bottom at outlet, channel bottom 6' below flow line of pipe (repaired in 2019 with dump rock added).

- Water flowing under dump rock at the outlet.

Scour Critical

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Pictures



PHOTO 1
Description



PHOTO 2
Description

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Pictures



PHOTO 3
Description

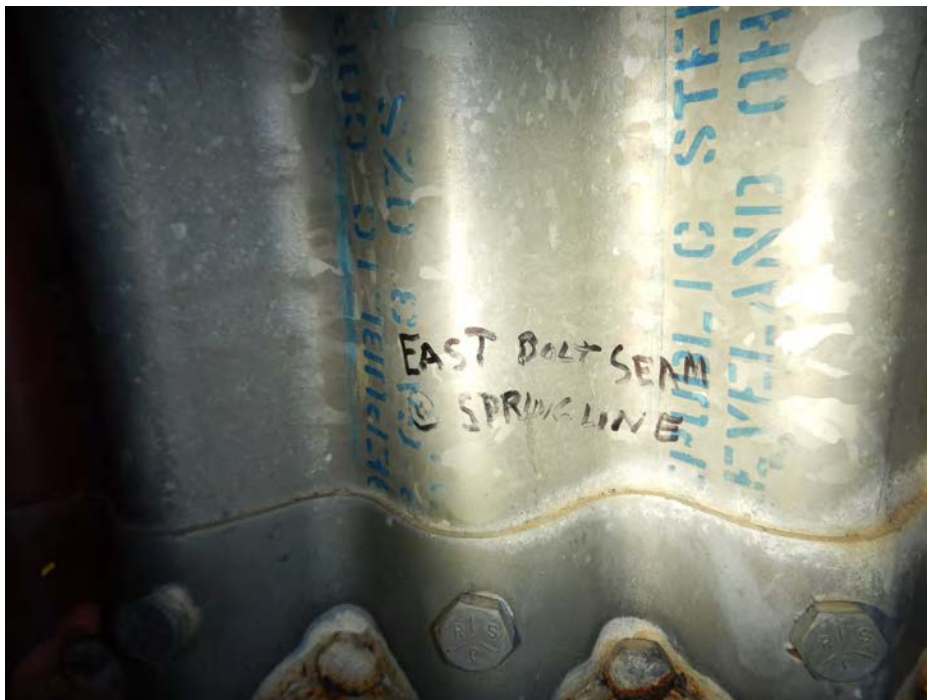


PHOTO 4
Description

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Pictures



PHOTO 5
Description

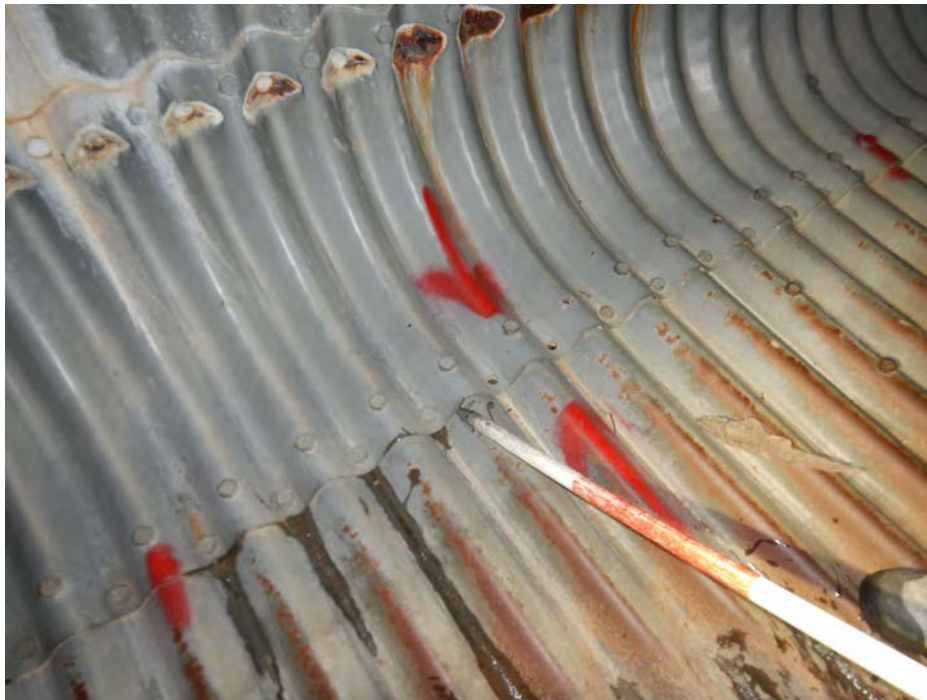


PHOTO 6
Description

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Pictures



PHOTO 7
Description



PHOTO 8
Description

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Pictures



PHOTO 9
Description

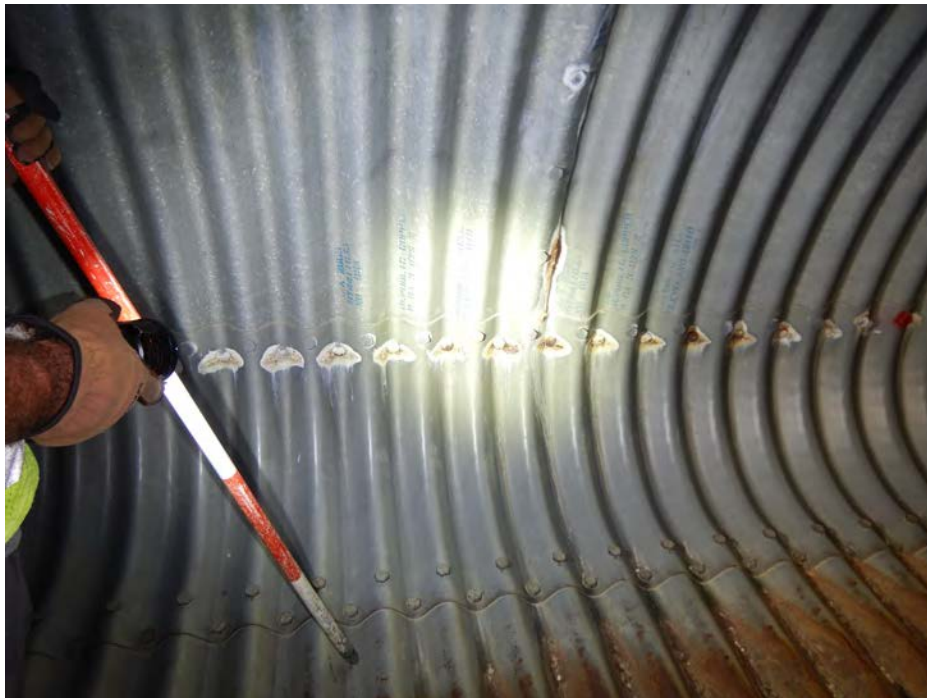


PHOTO 10
Description

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Pictures

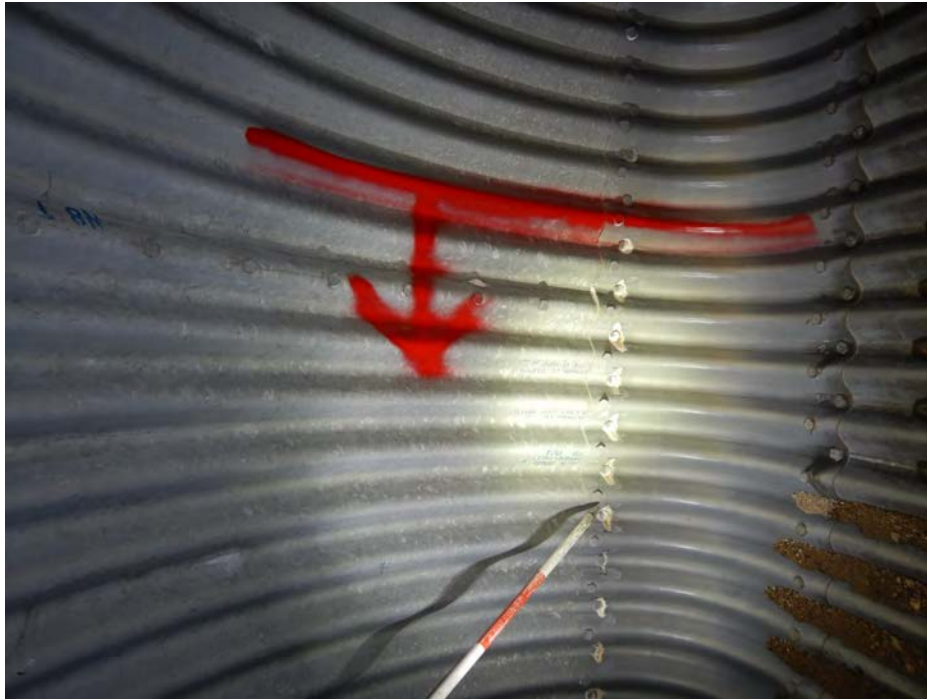


PHOTO 11

Description



PHOTO 12

Description

Inspector: Mark Schaub
Inspection Date: 08/03/2021

Structure Number: 5736013
Facility Carried: Shoup Mill C0074

Bridge Inspection Report

Pictures



PHOTO 13

Description



PHOTO 14

Description

Ohio Bridge Inspection Summary Report

MOT-SHOUP-0000 (5736080)

2: District 07 33922 - HARRISON TWP (MOT county)
 21: Major Maint A/B 02 - County Highway Agency /
 225 Routine Main A/B 02 - County Highway Agency /
 221 Inspection A/B 02 - County Highway Agency /
 220: Inv. Location HAR

5A: Inventory Route 1 C0074
 7: Facility On Shoup Mill Rd.
 6: Feature Ints storm sewer
 9: Location 100' East of SR48

Condition

58: Deck **N - Not Applicable**
 58.01 Wearing Surface N - Not Applicable
 58.02 Joint N- Not Applicable
59: Superstructure **N - Not Applicable**
 59.01 Paint & PCS N - Not Applicable
60: Substructure **N - Not Applicable**
61: Channel **4**
61.01 Scour **4 - Poor or Advanced Scour (Spread: no undermining, Deep: Piles may be visible)**
62: Culverts **2 - Integral wingwalls collapsed**
67.01 GA **2**

Structure Type

43: Bridge Type 3 - Steel
 19 - Culvert (includes frame culverts)
 N- Not Applicable
 45: Spans Main / Approach 1 / 0
 107: Deck Type N - Not Applicable
 408: Composite Deck N - Non-composite Construction
 414A Joint Type 1 N - None
 414B: Joint Type 2 N - None
 108A: Wearing Surface N - NA
 N- Not Applicable

Appraisal

36: Rail, Tr, Gd, Term Std N N 1 1
 72: Approach Alignment 7 - Better than present minimum criteria
 113: Scour Critical 4 - Action is required to protect exposed foundations
 71: Waterway Adequacy 7 - Slight Chance of Overtopping Bridge

422: WS Date
 423: WS Thick (in) 0
 482: Protective Coating N - None or Not Applicable
 483: PCS Date
 453: Bearing Type 1 N - None
 455: Bearing Type 2 N - None
 528: Foundn: Abut Fwd N - None (Such as most Culverts)
 533: Foundn: Abut Rear N - None (such as most Culverts)
 536: Foundn: Pier 1 N - None (Such as most Culverts)
 539: Foundn: Pier 2 N - None (Such as most Culverts)

Geometric

48: Max Span Length (ft) 21.7
 49: Structure Length (ft) 22.0
 52: Deck Width, Out-To-Out (ft) 0.0
 424: Deck Area (sf) 1584.0
 32: Appr Roadway Width (ft) 72.0
 51: Road Width, Curb-Curb (ft) 0.0
 50A: Curb/SW Width: Left (ft) 0
 50A: Curb/SW Width: Right (ft) 0
 34: Skew (deg) 63
 33: Bridge Median 0 - No median
 54B: Min Vert Underclearance (ft) 0
 336A: Min Vert Clrnce IR Cardinal (ft) 99
 336B: Min V Clr IR Non-Cardinal (ft) 0
 578: Culvert Length (ft) 260

Age and Service

27: Year Built/ 106 Rehab 1968 / 0000
 42A: Service On 1 - Highway
 42B: Service Under 5 - Waterway
 28A: Lanes on 06
 28B: Lanes Under 00
 19: Bypass Length 1
 29: ADT 26981
 109: % Trucks (%) 5

Load Posting

41: Op/Post/Closed A - Open
 70: Posting 5 - Equal to or above legal loads
 70.01: Date
 70.02: Sign Type
 734: Percent Legal (%) 150
 704: Analysis Date 09/11/2019
 63: Analysis Method 8 - Load and Resistance Factor Rating (LRFR) rating report by rating factor (RF) method using HL-93 loadings.

Inspections

		Months	
90: Routine Insp.		3	09/14/2020
92A: FCM Insp.	N	0	
92B: Dive Insp.	N	0	
92C: Special Insp.	N	0	
92D: UBIT Insp.	N	0	
92E: Drone Insp.	N	0	
Inspector	Poston, Jay		

Inspector: Jay Poston
 Inspection Date: 09/14/2020

Structure Number: 5736080
 Facility Carried: Shoup Mill Rd.

Bridge Inspection Report

Element Inspection

	Environment	Total Quantity	Units	Condition State 1	Condition State 2	Condition State 3	Condition State 4
240 - Steel Culvert	3 - Mod.	260	ft.	0	0	130	130
	Invert of culvert perforated 90% of culvert length by 4' and 5' wide with loss of base material under the invert 12" to 15" deep. The perforations throughout the invert have areas greater than 36 square inches per square foot, 25% or more up to 100%						
835 - Culvert End Treatment	3 - Mod.	1	each	1	0	0	0
845 - Culvert Roadway Condition	3 - Mod.	2	each	2	0	0	0

ODOT District: 07

MOT-SHOUP-0000_(5736080)

Date Built: 07/01/1968

Major Maint: 02 - County Highway Agency

Facility Carried: Shoup Mill Rd.

Traffic On: 1 - Highway

Rehab Date:

Routine Maint: 02 - County Highway Agency

Feature Inters: storm sewer

Traffic Under: 5 - Waterway

Insp: 02 - County Highway

FIPS Code: 33922 - HARRISON TWP (MOT county)

Location: HAR

100' East of SR48

Resp A: Agency

Insp

Resp B:

Inspector

Poston, Jay

Inspection Date

09/14/2020 12:00:00 AM

Reviewer Shields, David

Inspector Comments - Deck and Approach

Deck

Approach

Approach Embankment (EA)

- Area devastated by tornado 5/27/2019, many down trees and heavy debris

Inspector Comments - General Appraisal

Superstructure

Substructure

Culvert

Culvert General (LF)

- This structure was not on a culvert or bridge inventory at MCE and had not been inspected prior to 09-04-2018. It was discovered through investigation of a future upgrade roadway project, the actual span is = 9' - 9" but measured on a skew of 63 degrees along center line making the span = 21' - 9". This culvert is under 10.5' of fill and does not receive any live load impact.
- Several large areas in the invert have completely corroded away.
- The perforations throughout the invert have areas greater than 36 square inches per square foot, 25% or more up to 100% loss of structural material.
- The invert of culvert is heavily perforated most of entire length x 4' to 5' wide with loss of base material under the invert 12" to 15" deep.
- The invert is buckling and heaved upward to 6"H.
- Areas that are not perforated in the invert have extensive heavy scaling rust and overall thin metal which allows for an easy puncture with a chipping hammer.

Culvert Shape (LF)

- Areas of the invert have buckled and heaved up to 6" high.

Culvert Seams (EA)

- There is an isolated area located rear left at spring bolt line near the concrete junction box 6"H x 10'L of heavy rust, scale, perforations, and thin metal that is easily punched through with a chipping hammer. This area is adjacent to a large perforated area of invert with a large void of undermined fill 12" deep.

Culvert Scour (EA)

- Perforations are throughout invert with loss of base material under invert 12" to 15" deep. This culvert has been placed on three month inspection cycle and immediately after any high water event until repaired or replaced.

Inspector Comments - Waterway

Waterway Adequacy

Channel Hydraulic Opening (EA)

- Area devastated by tornado 5/27/2019, many down trees and heavy debris upstream and downstream of structure.

- Perforated invert jagged metal catches garbage and debris.

Channel

Scour Critical

STATE OF OHIO DEPARTMENT OF TRANSPORTATION
CULVERT INSPECTION REPORT

CR-86 07-13

--	--	--	--	--	--	--	--

CULVERT FILE NUMBER _____ CULVERT NUMBER HAR CO074 - 0.78 DISTRICT 7
TWP ROUTE SLM

SIZE 72" SHAPE Circular MATERIAL CMP LENGTH 140'

ROADWAY ID SHoup MILL ENTRY CLASS B NUMBER OF CELLS 1

LATITUDE _____ LONGITUDE _____

FEATURE INTERSECTION:

CULVERT			
1. General	3	2. Culvert Alignment	3
3. Shape	5	4. Seams or Joints	3
5. Slab		6. Abutments	
7. Headwalls*		8. End Structure	
CHANNEL			
9. Channel Alignment	7	10. Protection	7
11. Culvert Waterway Blockage	7	12. Scour*	5
APPROACHES			
13. Pavement	7	14. Guardrail	7
15. Embankment	7		
16. Level of Inspection		GENERAL APPRAISAL & OPERATIONAL STATUS	3 A

*Only a bold box for structures that are Headwall or Scour critical. These items should not govern the GA if they are not determined to be critical upon the judgment of the inspector.

COMMENTS (use back of form if additional space if needed):

INVERT HEAVILY RUSTED WITH LARGE AREAS OF PERFORATIONS
THROUGHOUT. REC. TO PAVE INVERT OR USE LINER PIPE
(BLADDER TYPE) PUT ON BRIDGE/CULVERT TOUR.
LOCATED JUST WEST OF RIVERSIDE DRIVE.

INSPECTED BY: JP MS DATE: 4/26/2017

REVIEWED BY: _____ DATE: _____

**STATE OF OHIO DEPARTMENT OF TRANSPORTATION
CULVERT INVENTORY REPORT**

CR-87 07-13

--	--	--	--	--	--	--	--	--	--

CULVERT FILE NUMBER				1. Entry Class					
LOCATION AND ROUTE INFORMATION									
2. District			07		3. Township			H A R	
4. Route			C0074		5. Straight Line Mileage			10.78	
6. Latitude				7. Longitude					
8. Road Name				9. Maintenance Responsibility					
SINOP MILL ROAD				COUNTY					
10. Feature Intersection									
CULVERT									
11. Year built			U		12. Number of Cells			1	
13. Shape			O1		14. Material			O2	
15. Span (in.)			72		16. Rise (in.)			72	
17. Length (ft.)			140		18. Gage (no.) / Wall Thickness (in.)				
19. Gage (no.) / Wall Thickness (in.)					20. Type of Protection				
21. Slope of Pipe (%)					22. Skew (degrees)			20	
23. Left End Treatment			N N		24. Right End Treatment			N N	
25. Maximum Height of Cover (ft.)			4		26. Modification Type				
27. Year Modified					28. Modification Material				
29. Modification Size (in.)									
EXTENSION - LEFT									
30. Year Extended					31. Shape				
32. Material					33. Span (in.)				
34. Rise (in.)					35. Gage (no.) / Wall Thickness (in.)				
36. Extension Length (ft.)									
EXTENSION - RIGHT									
37. Year Extended					38. Shape				
39. Material					40. Span (in.)				
41. Rise (in.)					42. Gage (no.) / Wall Thickness (in.)				
43. Extension Length (ft.)									
HYDROLOGY / HYDRAULICS									
44. Drainage Area (acres)					45. Design Discharge (c.f.s.)				
46. Abrasive Conditions					47. pH				
48. Channel Protection (left)					49. Channel Protection (right)				

COMMENTS (use back of form if additional space is needed):

INVENTORIED BY: _____ DATE: _____

Montgomery County Engineer's Office Traffic Department

Location : Shoup Mill Road
 Cross Street : 525' W of Riverside Drive
 By : KRL

Site: 22 680
 4/6/2022
 Wednesday

24 Hour Volume (Volume factor 0.500)

Interval Start	Eastbound	Westbound	Combined	Interval Start	Eastbound	Westbound	Combined																																																									
9:00 AM	222	769	418	9:00 PM	126	444	278	Volume Totals <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%;">Eastbound</th> <th style="width: 30%;">Westbound</th> <th style="width: 10%;">Combined</th> </tr> </thead> <tbody> <tr> <td>12:00 AM - 12:00 PM</td> <td>5212 (54.7%)</td> <td>4320 (45.3%)</td> <td>9532</td> </tr> <tr> <td>12:00 PM - 12:00 AM</td> <td>8733 (46.5%)</td> <td>10054 (53.5%)</td> <td>18787</td> </tr> <tr> <td>24 Hours</td> <td>13945 (49.2%)</td> <td>14374 (50.8%)</td> <td>28319</td> </tr> </tbody> </table> Peak Hours <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%;">Eastbound</th> <th style="width: 30%;">Westbound</th> <th style="width: 10%;">Combined</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">12:00 AM - 12:00 PM</td> </tr> <tr> <td>Started</td> <td>7:30 AM</td> <td>7:45 AM</td> <td>7:45 AM</td> </tr> <tr> <td>Volume</td> <td>990</td> <td>814</td> <td>1792</td> </tr> <tr> <td>Factor</td> <td>0.86</td> <td>0.93</td> <td>0.92</td> </tr> </tbody> </table> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%;">Eastbound</th> <th style="width: 30%;">Westbound</th> <th style="width: 10%;">Combined</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">12:00 PM - 12:00 AM</td> </tr> <tr> <td>Started</td> <td>3:30 PM</td> <td>4:45 PM</td> <td>4:45 PM</td> </tr> <tr> <td>Volume</td> <td>1101</td> <td>1346</td> <td>2401</td> </tr> <tr> <td>Factor</td> <td>0.94</td> <td>0.90</td> <td>0.94</td> </tr> </tbody> </table>		Eastbound	Westbound	Combined	12:00 AM - 12:00 PM	5212 (54.7%)	4320 (45.3%)	9532	12:00 PM - 12:00 AM	8733 (46.5%)	10054 (53.5%)	18787	24 Hours	13945 (49.2%)	14374 (50.8%)	28319		Eastbound	Westbound	Combined	12:00 AM - 12:00 PM				Started	7:30 AM	7:45 AM	7:45 AM	Volume	990	814	1792	Factor	0.86	0.93	0.92		Eastbound	Westbound	Combined	12:00 PM - 12:00 AM				Started	3:30 PM	4:45 PM	4:45 PM	Volume	1101	1346	2401	Factor	0.94	0.90	0.94
	Eastbound	Westbound	Combined																																																													
12:00 AM - 12:00 PM	5212 (54.7%)	4320 (45.3%)	9532																																																													
12:00 PM - 12:00 AM	8733 (46.5%)	10054 (53.5%)	18787																																																													
24 Hours	13945 (49.2%)	14374 (50.8%)	28319																																																													
	Eastbound	Westbound	Combined																																																													
12:00 AM - 12:00 PM																																																																
Started	7:30 AM	7:45 AM	7:45 AM																																																													
Volume	990	814	1792																																																													
Factor	0.86	0.93	0.92																																																													
	Eastbound	Westbound	Combined																																																													
12:00 PM - 12:00 AM																																																																
Started	3:30 PM	4:45 PM	4:45 PM																																																													
Volume	1101	1346	2401																																																													
Factor	0.94	0.90	0.94																																																													
9:15 AM	177	168	345	9:15 PM	116	151	267																																																									
9:30 AM	180	186	366	9:30 PM	100	147	247																																																									
9:45 AM	190	166	356	9:45 PM	102	132	234																																																									
10:00 AM	152	706	318	10:00 PM	90	328	207																																																									
10:15 AM	182	158	340	10:15 PM	100	124	224																																																									
10:30 AM	174	113	287	10:30 PM	62	98	160																																																									
10:45 AM	198	152	350	10:45 PM	76	96	172																																																									
11:00 AM	184	711	367	11:00 PM	62	230	144																																																									
11:15 AM	150	176	326	11:15 PM	64	84	148																																																									
11:30 AM	187	168	355	11:30 PM	55	70	125																																																									
11:45 AM	190	189	379	11:45 PM	49	60	109																																																									
12:00 PM	191	786	393	4/7/2022 12:00 AM	42	139	104																																																									
12:15 PM	198	212	410	12:15 AM	36	56	92																																																									
12:30 PM	197	185	382	12:30 AM	32	52	84																																																									
12:45 PM	200	175	375	12:45 AM	29	28	57																																																									
1:00 PM	204	815	399	1:00 AM	30	87	64																																																									
1:15 PM	178	195	373	1:15 AM	27	26	53																																																									
1:30 PM	207	219	426	1:30 AM	12	34	46																																																									
1:45 PM	226	227	453	1:45 AM	18	26	44																																																									
2:00 PM	213	918	459	2:00 AM	27	77	50																																																									
2:15 PM	196	220	416	2:15 AM	16	23	39																																																									
2:30 PM	246	272	518	2:30 AM	22	12	34																																																									
2:45 PM	263	252	515	2:45 AM	12	24	36																																																									
3:00 PM	286	1084	518	3:00 AM	14	66	30																																																									
3:15 PM	248	250	498	3:15 AM	15	14	29																																																									
3:30 PM	265	312	577	3:30 AM	10	22	32																																																									
3:45 PM	285	316	601	3:45 AM	27	16	43																																																									
4:00 PM	293	1075	602	4:00 AM	23	133	39																																																									
4:15 PM	258	322	580	4:15 AM	23	7	30																																																									
4:30 PM	252	302	554	4:30 AM	32	19	51																																																									
4:45 PM	272	330	602	4:45 AM	55	17	72																																																									
5:00 PM	250	1075	570	5:00 AM	62	284	91																																																									
5:15 PM	264	324	588	5:15 AM	58	26	84																																																									
5:30 PM	269	372	641	5:30 AM	60	36	96																																																									
5:45 PM	292	306	598	5:45 AM	104	46	150																																																									
6:00 PM	228	812	496	6:00 AM	111	484	164																																																									
6:15 PM	216	231	447	6:15 AM	100	45	145																																																									
6:30 PM	204	240	444	6:30 AM	107	66	173																																																									
6:45 PM	164	214	378	6:45 AM	166	88	254																																																									
7:00 PM	172	632	368	7:00 AM	148	820	246																																																									
7:15 PM	176	208	384	7:15 AM	168	126	294																																																									
7:30 PM	152	184	336	7:30 AM	216	156	372																																																									
7:45 PM	132	190	322	7:45 AM	288	201	489																																																									
8:00 PM	142	534	337	8:00 AM	270	936	489																																																									
8:15 PM	122	170	292	8:15 AM	216	186	402																																																									
8:30 PM	122	176	298	8:30 AM	204	208	412																																																									
8:45 PM	148	174	322	8:45 AM	246	189	435																																																									

19-0664

**RESOLUTION NO. 19-0664
JUNE 4, 2019**

RESOLUTION AUTHORIZING THE EXECUTION OF AN LPA/FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE MOT-SHOUP MILL-14.66 PROJECT, PID 110332, JOB #2018-20.

WHEREAS, ODOT has been designated as the agency in Ohio to administer Federal Highway Administration federal funding programs; and

WHEREAS, the LPA/Federal Project Agreement, PID 110332, Agreement No. 33554 sets forth requirements associated with the Federal funds available for the project and establishes responsibilities for the local administration of the project; and

WHEREAS, the Montgomery County Engineers Office agrees to share in the project costs; and

WHEREAS, the Montgomery County Engineers Office agrees to secure or provide all other financial resources necessary to fully complete the project, including all cost overruns and project claims.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Ohio, that the resolution authorizing the execution of an LPA/Federal Local-Let Project Agreement with the Ohio Department of Transportation for the MOT-Shoup Mill-14.66 Project, PID 110332, Job #2018-20, be and is hereby approved.

BE IT FURTHER RESOLVED that the clerk shall return two originals to the County Engineer for final execution by the Ohio Department of Transportation, then certify this Resolution and make an imaged copy of this Resolution available on the Montgomery County Ohio website at <http://www.mcoho.org>.

JBD:dj



RESOLUTION NO: 19-0664
JUNE 04, 2019

CERTIFICATE

Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Mrs. Rice, and upon call of the roll the following vote resulted:

Ms. Dodge, aye; Mrs. Rice, aye; Mrs. Lieberman, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 4th day of June, 2019.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.



Emily Bradford, Clerk
Board of County Commissioners
Montgomery County, Ohio

CFDA 20.205

LPA FEDERAL LOCAL-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 Board of County Commissioners of Montgomery County acting by and through the Montgomery County Engineer, hereinafter referred to as the LPA, 451 W. third Street, P.O. Box 972, Dayton, Ohio 45422-1260.

1. 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 MOT-Shoup Mill-14.66 (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 for the local 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. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 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

- 3.1 The total cost for the PROJECT is estimated to be \$ 4,848,720 as set forth in Attachment 1. ODOT shall provide to the LPA 70 percent of the eligible costs, up to a maximum of \$ 2,693,404 in Federal

MPO-STP funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. 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, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 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.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

- 4.5 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.

- 4.6 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.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, 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; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. 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.

- 5.3 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.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

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.
- 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 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. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification 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 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply 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 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Paul Gruner, P.E., P.S. Montgomery County Engineers Office
451 West Third Street, P.O. Box 972
Dayton, Ohio 45422-1260

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

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 the performance and payment bond as required under section 7.7 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 identity 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 identity 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 identity 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. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. 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**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contactor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor;
and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

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 Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier 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.
- 12.3. 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:

Paul Gruner, P.E., P.S.	Scott C. Boyer, P.E., LPA Coordinator
Montgomery County Engineer	Ohio Department of Transportation District 7
451 West Third Street, P.O. Box 972	1001 St. Marys Avenue
Dayton, Ohio 45422-1260	Sidney, Ohio 45365
GrunerP@mcoho.org	Scott.Boyer@dot.ohio.gov

15. GENERAL PROVISIONS

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

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.]

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 system¹, **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.²

- (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.

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.³

- (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.

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 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 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. 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.⁴

- (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 LAMP 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:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (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 expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 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

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.

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 that 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.

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.

WITNESS:

WITNESS:

Emily Bradford

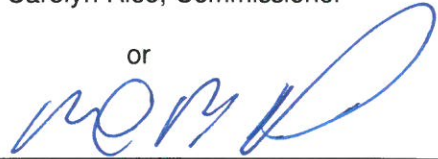
**BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO**

By: _____
Deborah A. Lieberman, President

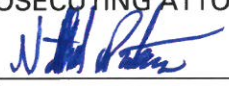
By: _____
Judy Dodge, Commissioner

By: _____
Carolyn Rice, Commissioner

or

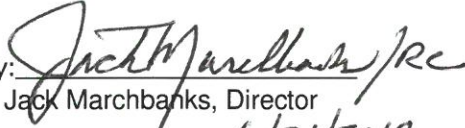
By: 
Michael B. Colbert,
County Administrator
Montgomery County, Ohio

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.,
PROSECUTING ATTORNEY

By: 
Assistant Prosecuting Attorney

Date: 5/15/19

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By: 
Jack Marchbanks, Director
6/21/2019

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$ 807,000	100	LNTP							\$ 807,000
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$ 194,000	100	LNTP							\$ 194,000
PROJECT CONSTRUCTION COSTS	\$ 1,078,800	30	LNTP	\$ 2,517,200	70	4TA7				\$ 3,596,000
INSPECTION	\$ 75,516	30	LNTP	\$ 176,204	70	4TA7				\$ 251,720
TOTALS	\$ 2,155,316			\$ 2,693,404						\$ 4,848,720

Attachment 2

MOT-SHOUP MILL-14.66
 COUNTY-ROUTE-SECTION

110332
 PID NUMBER

33554
 AGREEMENT NUMBER

074701871
 DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

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 contractor shall be paid directly to the contractor 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 contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). 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 (ININSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME) .

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	