

**BELLBROOK CITY COUNCIL AGENDA**  
**August 26, 2019**



City of Bellbrook  
15 E. Franklin Street  
Bellbrook, Ohio 45305

T (937) 848-4666  
F (937) 848-5190

[www.cityofbellbrook.org](http://www.cityofbellbrook.org)

**7:00 pm-Regular Meeting**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Formal Approval of the Regular and Special Meeting Minutes of August 12, 2019
5. Mayor's Announcements/Special Guests
  - David Van Veldhuizen – Oath of Office
  - Tony Cali – Revitalization Organization
  - Nikki Kosins, Ashley Puchalski, Jonele Terrell – High School Cheerleader Request
6. Public Hearing of Ordinances
7. Introduction of Ordinances
8. Resolutions
  - Resolution No. 2019-X A Resolution Designating the Kindness All Around Symbol as the Official Symbol of Kindness (**Greenwood**)
  - Resolution No. 2019-Y A Resolution Authorizing the City Manager to Sign an Agreement with the City of Xenia for Prosecution Services (**Middlestetter**)
  - Resolution No. 2019-Z A Resolution Authorizing the City Manager to Approve the Participatory Legislation for the State of Ohio Department of Transportation Related to the Franklin Street Path Project (PID No. 110612) (**Seger-Lawson**)
  - Resolution No. 2019-AA A Resolution Authorizing the City Manager to Enter Into an Agreement with LJB, Inc. for Preliminary Design Engineering Services for Pedestrian Improvements on the Franklin Street Bridge (**Edwards**)
9. Committee Reports
  - A. Service
  - B. Safety
  - C. Finance/Audit
  - D. Community Affairs – Opening on the Planning Board
10. Old Business
11. New Business
  - Little Sugarcreek Road Study and Options Presentation
  - Rick Clemens Lot Request

- Selection of Deputy Mayor
- Standing Committee Designation
- Clerk of Council Suggestions

12. Open Discussion

13. Adjourn

**RECORD OF PROCEEDINGS**  
Minutes of Bellbrook City Council Meeting  
August 12, 2019

**PRESENT:** Nick Edwards  
Forrest Greenwood  
Darryl McGill  
Elaine Middlestetter  
Dona Seger-Lawson  
Mayor Mike Schweller

This is a summary of the City Council meeting held on Monday, August 12, 2019. Mayor Schweller called the meeting to order at 7:00 pm and the Clerk called the roll.

**ROLL CALL**

Mr. Edwards, yes; Mr. Greenwood, yes; Mr. McGill, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Schweller, yes.

The Mayor explained that the City Manager was on vacation this week. This meeting was not cancelled since there is time sensitive legislation before Council.

**FORMAL APPROVAL OF MINUTES**

After polling members of City Council, as there were no corrections or additions to the regular meeting minutes of July 22, 2019 Mayor Schweller declared the minutes approved as written.

**MAYOR'S ANNOUNCEMENTS/SPECIAL GUEST**

Mayor Schweller stated that his thoughts and prayers go out to the family and friends of the victims of the tragedy in the Oregon District last week. Special thanks go to the Bellbrook Police Department and especially Chief Doug Doherty, for their handling of the situation. A thanks also goes to the City Manager and City staff for arranging of the Bellbrook community support event held last Monday night on short notice. The Mayor said he, City Manager, Melissa Dodd, Police Chief Doherty, and the Bellbrook Chaplain Eric Meade spoke at the event. Gregg Davis provided music and the event was well attended.

The next night, Tuesday August 6, was National Night Out where members of our Police Department met with and fed residents in the parking lot of Dot's Market.

Mayor Schweller opined that our community is very lucky to have the staff, Police Department, Fire Department, and Service Department employees that we do. These people are very compassionate and care about their work and extremely supportive of our citizens.

The Mayor reminded the public that school starts on Wednesday, August 14. He asked that people be extra cautious with the increase in traffic before and after school. The Police Chiefs of Bellbrook and Sugar creek Township have met several times to better plan for the increased traffic and new busing schedules. The school hours and busing routes have changed.

# RECORD OF PROCEEDINGS

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Marty Heide the Field Representative for Congressman Mike Turner. She noted that she was at this meeting to inform the City of two items of interest. The first item is the change to the Ohio driver's licenses. Effective October 1, 2020 all driver's licenses will be in the compliant and standard form.

When you renew a standard license, you return your old license at the BMV and a new one will be sent to you within a couple of weeks. The new Federal ID includes a blue star on the top right corner. This new ID will be required to travel by airplane after October 1 of 2020. To travel with only a standard license, you will be required to also show either a birth certificate, military ID or passport. The new Federal ID shows that you have been vetted by TSA and Homeland Security. To obtain the compliant ID everyone will need to bring more documentation to the BMV. This documentation includes:

- Proof of citizenship (birth certificate or passport)
- Marriage Certificate if your name is different
- Social Security Card (Ohio is looking into adding the convenience of obtaining a new card online which is being done in Kentucky and Indiana)
- Proof of residency (like a utility bill with your name and address on it. Citizens who only have a P.O. Box. can go to the Board of Elections or Auditor's office to acquire proof of residency)

Mrs. Middlestetter asked how proof of residency is obtained if the utility bills are only in a spouse or partner's name. Ms. Heide stated that any mail that includes your name and address is acceptable.

Ms. Heide offered to answer anyone's questions and gave her phone number (937) 225-2843.

Mrs. Seger-Lawson asked if this was a state or federal initiative. Ms. Heide answered that Ohio is adopting the federal guidelines along with 36 other states.

Mrs. Middlestetter asked if this new ID allows you to skip the security checkpoints at airports. Ms. Heide answered that everyone still has to go through security.

Mayor Schweller asked if the new ID's were available now and Ms. Heide said they are.

Ms. Heide also spoke about the latest Social Security scam. The scammers are calling people and telling them there is some problem with their Social Security benefits and need you to supply your Social Security number. NEVER give your information over the phone. The IRS, Social Security, and FEMA never contact anyone by phone. All communication is done by mail. Seniors are often targeted. She added the Greene County Council on Aging Jam Fest was the following week.

Mr. McGill asked Ms. Heide why Congressman Turner does not hold town hall meetings. Ms. Heide answered that there are none on the schedule right now. She added that people can request to be on a list to be notified if one is scheduled. She also said that people can contact Mr. Turner's office with any questions.

Mayor Schweller thanked Ms. Heide for coming to the meeting.

**PUBLIC HEARTING OF ORDINANCES** - none

**RECORD OF PROCEEDINGS**  
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**INTRODUCTION OF ORDINANCES** - none

**RESOLUTIONS**

Mr. Greenwood read **Resolution 2019-W A Resolution Declaring Specific Equipment No Longer Needed By the City of Bellbrook as Surplus Property and Authorizing the City Manager to Dispose of Said Surplus Property.** This was one of the command vehicles used by the Fire Department that had a lot of miles on it. When a new vehicle is purchased the old one is auctioned off by GovDeals.

Mr. Greenwood made a motion to adopt **Resolution 2019-W A Resolution Declaring Specific Equipment No Longer Needed By the City of Bellbrook as Surplus Property and Authorizing the City Manager to Dispose of Said Surplus Property.** Mr. McGill seconded the motion. The Clerk called the roll. Mr. Greenwood, yes; Mr. McGill, yes; Mr. Edwards, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Schweller, yes. The motion passed 6-0.

**COMMITTEE REPORTS**

**Service:** none

**Safety:** Mr. Greenwood announced that on September 1 Bellbrook Fire and Police Departments and the Sugarcreek Township Fire and Police Departments will be participating in bomb training. These shared trainings are always good and the departments work well together.

The National Night Out had a great turnout and Mr. Greenwood thanked Rob Burnhardt, the owner of Dot's Market for the use of their parking lot.

Mr. Greenwood applauded the Police Department's fine work protecting the Betts family's privacy and ensuring everyone's security.

**Finance/Audit:** none

**Community Affairs:** Mrs. Middlestetter reminded the public that Summer Fest is coming up August 23 through 25. Most people know this event at the Lion's Club Festival. Check out more information on the website. The parade is on Saturday at 2:00 PM.

Mrs. Middlestetter urged the public to check out the latest issue of the city newsletter. It is packed full of great information about our city. Many answers to questions can be found here. She pointed out specifically the information about parking in the downtown area.

**OLD BUSINESS** - none

**NEW BUSINESS**

Mayor Schweller explained that Council is voting for the person they will appoint to fill the vacant Council seat. He said that the city had nine applicants for the position. Interviews were done with each of the applicants asking each one the same four questions.

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Mr. McGill stated that the candidates were excellent, and the interviews were good.

Mrs. Seger-Lawson added that she encourages the applicants who weren't chosen to continue to be involved with the city and consider serving on one of the boards.

Mr. Greenwood added that it was a tough decision and that one of the deciding factors was previous experience on one of the boards and activities within the city.

Mrs. Middlestetter made a motion to appoint Dr. David Van Veldhuizen to fill the vacant unexpired term on City Council. Mr. Edwards seconded the motion. The Clerk called the roll. Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mayor Schweller, yes. The motion passed 6-0.

Mayor Schweller stated that Dr. Van Veldhuizen was excited to be joining the Council. He will be sworn in at the next Council meeting on Monday, August 24, 2019. His term will expire December 31, 2021. This appointment does cause a vacancy on the Planning Board and applications for this board are being accepted.

**OPEN DISCUSSION**

Mrs. Seger-Lawson again wanted to recognize the staff and especially Chief Doherty for doing an excellent job during a difficult time. She also shared that she has heard a lot of positive feedback about our Farmer's Market which takes place on the second and fourth Saturday mornings of the month through September 14.

Mrs. Seger-Lawson reminded the public that High School football is starting. August 23 will be a scrimmage against Clinton-Massie which is a big rival. The first home game will be on August 30.

Mayor Schweller also commended the Michaela Grant and the City staff for producing such a great newsletter that continues to get better every time.

**ADJOURN**

Being no further business to come before the Bellbrook City Council, Mayor Schweller declared the regular meeting adjourned at 7:23 PM.

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Michael W. Schweller, Mayor

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Pamela Timmons, Clerk of Council

# RECORD OF RESOLUTIONS

Resolution No. 2019-X

August 26, 2019

## City of Bellbrook

### Resolution No. 2019-X

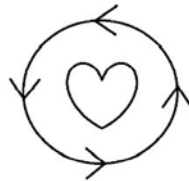
#### **A Resolution Designating the Kindness All Around Symbol as the Official Symbol of Kindness**

WHEREAS, there is a symbol for peace, love, and happiness and a need in our schools, communities, nation, and world for more kindness; and

WHEREAS, the Tropical Kingdom from Tropical Elementary School in Merritt Island, Florida believes that helping others become aware of kindness will generate more kindness; and

WHEREAS, the Tropical Kingdom determined that having a symbol for kindness would help make people more aware of kindness in their everyday lives and held a vote to choose a Kindness Symbol; and

WHEREAS, 983 people from 25 states as well as England and Ireland voted with 52% choosing the Kindness All Around symbol as the official symbol of kindness:



#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the Kindness All Around symbol become the official symbol of kindness in the City of Bellbrook.

Section 2. That this resolution shall take effect and be in force forthwith.

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Michael W. Schweller, Mayor

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Pamela Timmons, Clerk of Council





# RECORD OF RESOLUTIONS

Resolution No. 2019-Y

August 26, 2019

## City of Bellbrook

### Resolution No. 2019-Y

#### **A Resolution Authorizing the City Manager to Sign an Agreement with the City of Xenia for Prosecution Services.**

WHEREAS, Section 238.01 of the Bellbrook Municipal Code establishes the office of Prosecuting Attorney for the City of Bellbrook and establishes conditions and qualifications for employment of the Prosecuting Attorney; and

WHEREAS, the City of Bellbrook has negotiated an agreement with the City of Xenia to provide prosecution services; and

WHEREAS, the agreement will be in effect for the period beginning November 1, 2019 and ending December 31, 2022.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the City Manager is hereby authorized to sign the attached agreement with the City of Xenia.

Section 2. That this resolution shall take effect and be in force forthwith.

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Michael Schweller, Mayor

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Pamela Timmons, Clerk of Council



**CITY OF XENIA**  
**State of Ohio**

**Contract for Prosecutorial Services**

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the **CITY OF XENIA**, State of Ohio, 107 E. Main Street, Xenia, Ohio, 45385, hereinafter “Xenia,” by authority of the Xenia City Manager, and the **CITY OF BELLBROOK**, 15 E. Franklin Street, Bellbrook, Ohio 45305, hereinafter “Bellbrook,” by the authority of the Bellbrook City Manager.

RECITALS

- I. Both parties are Ohio municipal corporations, organized pursuant to the Constitution and laws of the State of Ohio, and have the authority to enter into this contract.
- II. Chapter 1901. of the Ohio Revised Code established the Xenia Municipal Court, which has territorial jurisdiction in Sugarcreek Township, including the City of Bellbrook.
- III. Per Section 1901.34, the chief legal officer for each municipal corporation within the territory of a municipal court has the responsibility to prosecute all cases brought before the court for criminal offenses that occur within that municipal corporation.
- IV. Xenia, through its Law Department, provides prosecutorial services for the City of Xenia and is able to provide the same services to the Bellbrook through its Law Department.
- V. Bellbrook desires to contract with Xenia for the provision of prosecutorial services for all cases brought before the Xenia Municipal Court for criminal offenses that occur within the City of Bellbrook and Xenia desires to provide Bellbrook with those services.

WITNESS, that for and in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **SERVICES.**

- A. Prosecutorial Services: Xenia, through its Law Department, shall provide prosecutorial services to Bellbrook as follows:
  - (1) Representation of Bellbrook by the Xenia City Prosecutor in cases brought before the Xenia Municipal Court for misdemeanor (whether classified or unclassified) criminal offenses that occur in the City of Bellbrook, whether such charges are filed under State law or Bellbrook City Ordinance. The Xenia City Prosecutor shall be a licensed attorney in good standing and shall be an employee of the Xenia Law Department. In the case of a vacancy in the office of the Xenia City Prosecutor or the absence of the Xenia City Prosecutor, prosecutorial services shall be provided by the Xenia Law Director or an attorney appointed by the Xenia Law Director to provide such services, in the Xenia Law Director’s sole discretion and at no additional expense to Bellbrook.
  - (2) The review of charges filed by Bellbrook and making of charging recommendations when necessary.

- (3) The handling of pre-trial matters on criminal cases, including the preparation of discovery, the preparation of witnesses and evidence, the preparation and filing of subpoenas, the filing of motions and responses to motions and the appearance at hearings.
- (4) The handling of trials on criminal cases, including negotiating plea agreements or the appearance and prosecution of cases at trial.
- (5) The provision of victim advocate services to the victims in criminal cases, in accordance with the policies and procedures of the Xenia Law Department.

B. Ancillary Services: Xenia, through its Law Department, shall provide the following ancillary services to Bellbrook:

- (1) Advising the Bellbrook Police Department on matters related to criminal cases filed by Bellbrook's police officers. Such services shall be provided during the Law Department's normal operating hours, and the Bellbrook Police Department shall be given the cell phone number of the Xenia City Prosecutor to obtain such advice in emergency situations after hours.
- (2) Advising Bellbrook's City Council, administration, and departments/divisions on criminal cases filed pursuant to Bellbrook City ordinances, as necessary.
- (3) Xenia shall provide all office and meeting space, office supplies, clerical and secretarial support staff and other materials and equipment as are necessary to provide the Services called for under this Contract at no additional cost to Bellbrook.

C. Appeals:

- (1) Xenia, through its Law Department, shall represent Bellbrook on criminal cases filed by Bellbrook in the Xenia Municipal Court for which the Xenia Law Department provided prosecutorial services and that are appealed from the Xenia Municipal Court the Greene County Court of Common Pleas in which Bellbrook is the appellee. The Xenia Law Department shall notify the Bellbrook City Manager and the Police Chief of the filing of such appeal within three (3) business days of receipt of notice of the appeal. Unless otherwise notified by the Bellbrook City Manager within three (3) business days of having provided notice of the appeal, the Xenia Law Department shall represent Bellbrook in the appeal.
- (2) Xenia, through its Law Department, shall represent Bellbrook on criminal cases filed by Bellbrook in the Xenia Municipal Court for which the Xenia Law Department provided prosecutorial services and that are appealed from the Xenia Municipal Court the Greene County Court of Common Pleas in which Bellbrook is the appellant. No such appeal shall be filed by the Xenia Law Department on behalf of Bellbrook unless the filing of such appeal is first approved by the Bellbrook City Manager or his/her designee.
- (3) The provision of legal services under Section 1.C.(1) and (2) by the Xenia Law Department shall be at not additional cost to Bellbrook, except as provided in Section 2.D., below.
- (4) In instances where appeals upon cases for which Xenia provided prosecutorial services and legal services on the appeal to the Greene County Court of Common Pleas which are then appealed to the Second Appellate District of Ohio, or when appeals are filed directly in the Second Appellate District, or appeals to the Ohio Supreme Court,

**2. COMPENSATION FOR SERVICES.**

- A. For the Services provided pursuant to this Contract, Bellbrook shall pay to Xenia as follows:
  - (1) For services provided from November 1, 2019, to December 31, 2019, the amount of \$3,902.
  - (2) For services provided from January 1, 2020, to December 31, 2020, the amount of \$15,918.
  - (3) For services provided from January 1, 2021, to December 31, 2021, the amount of \$16,236.
  - (4) For services provided from January 1, 2022, to December 31, 2022, the amount of \$16,561.
- B. Payment for services shall be paid in equal quarterly payments, except for the payment under Section 2.A.(1). Xenia shall provide Bellbrook with a quarterly invoice, which shall be payable within thirty (30) days of the invoice date.
- C. For legal services provided on appeals under Section 1.C.(1) and (2) of this Contract, Bellbrook shall be responsible for court costs and/or transcript costs, if any. Xenia shall provide a total of sixty (60) attorney work hours on such cases at no additional cost to Bellbrook. In the event the total attorney work hours on a case exceeds sixty (60), Bellbrook shall reimburse Xenia at the rate of Eighty Dollars (\$80.00) per attorney work hour for each hour over sixty (60) on a single case. Work hours exceeding sixty (60) on a single case shall be billed in fifteen (15) minute increments. Xenia shall submit to Bellbrook a statement for reimbursement of such attorney work hours, which statement shall be paid by Bellbrook within thirty (30) days of the statement date.
- D. For Services provided under Section 1.A. of this Contract, if expenses incurred by Xenia on a single trial for expert witnesses, preparation of exhibits, and/or preparation of demonstrative evidence exceeds Two Hundred and Fifty Dollars (\$250.00), Bellbrook shall reimburse Xenia for all direct costs in excess of \$250. Xenia shall submit to Bellbrook a statement for reimbursement of such costs, which statement shall be paid by Bellbrook within thirty (30) days of the statement date.

3. **TERM.** This Contract shall be in effect from May 1, 2019, until December 31, 2022.

**4. MISCELLANEOUS.**

- A. Neither the City nor the Contractor shall assign, sublet, or transfer their interest in this contract without the express written consent of the other party.
- B. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral.
- C. This contract may only be modified or amended by a written agreement between the parties.
- D. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

**[Signature Page Follows]**

**IN WITNESS WHEREOF** the parties hereto have executed this agreement and hereunto set their hands and seals.

City of Bellbrook, Ohio

City of Xenia, Ohio

By: \_\_\_\_\_  
Melissa Dodd, City Manager

By: \_\_\_\_\_  
Brent W Merriman, City Manager

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Bellbrook Law Director/Municipal Attorney

\_\_\_\_\_  
Donnette A. Fisher, Xenia Law Director

# RECORD OF RESOLUTIONS

Resolution No. 2019-Z

August 26, 2019

## City of Bellbrook

### Resolution No. 2019-Z

#### **A Resolution Authorizing the City Manager to Approve the Participatory Legislation for the State of Ohio Department of Transportation Related to the Franklin Street Path Project (PID No. 110612)**

WHEREAS, the City of Bellbrook wishes to construct a shared use path on the south side of Franklin Street from just west of Little Sugarcreek Road to the alley west of West Street along with construction of a mid-block crossing west of the alley; and

WHEREAS, the City of Bellbrook wishes to collaborate with the Ohio Department of Transportation in order to complete the above described project.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. The Bellbrook City Council does hereby authorize the City Manager to approve the Participatory Legislation for the State of Ohio Department of Transportation for the construction of a shared use path on Franklin Street as described above, attached hereto as Exhibit "A".

Section 2. That this resolution shall take effect and be in force forthwith.

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Michael W. Schweller, Mayor

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Pamela Timmons, Clerk of Council







OHIO DEPARTMENT OF TRANSPORTATION  
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 8

505 S. State Route 741, Lebanon, OH 45036

513-933-6568

[transportation.ohio.gov](http://transportation.ohio.gov)

Melissa Dodd  
City Manager  
City of Bellbrook  
15 E. Franklin Street  
Bellbrook, Ohio 45305

July 17, 2019

Re: Gre SR725-1.91 Franklin Street Path  
PID: 110612

Dear Ms. Dodd:

Transmitted herewith are copies of proposed Preliminary Participatory Legislation and LPA Federal ODOT-Let Project Agreement for your submission to the Bellbrook City Officials for their consideration and approval of the above referenced project. When the legislation has been properly executed and certified, **please return a copy (email or hard copy)** to me for further processing.

Please note that as a general rule no changes can be made to the content of these documents. However, the City may utilize or submit similar Preliminary Legislation enacted by the City in the City format for this project.

The project has a proposed first quarter State Fiscal Year 2023 Sale Date.

Please contact me if you have any questions concerning the enclosed legislation.

Respectfully,

A handwritten signature in blue ink that reads "Benjamin Miller".

Benjamin Miller  
Ohio Dept. of Transportation  
LPA Right of Way Coordinator  
District Eight Planning and Engineering  
505 South SR 741, Lebanon, Ohio 45036  
513-933-6655 (Direct)  
[Ben.Miller@dot.ohio.gov](mailto:Ben.Miller@dot.ohio.gov)

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**PRELIMINARY LEGISLATION**

(LPA-ODOT-Let Project Agreement)

(PARTICIPATORY)

**Ordinance/Resolution # : \_\_\_\_\_**

**PID No. : 110612**

**County/Route/Section : GRE SR 725 1.91 Franklin St. Path**

**Agreement No: 33881**

The following is a/an \_\_\_\_\_ enacted by the City of Bellbrook of Greene

(Motion/Ordinance/Resolution)

(Local Public Agency)

County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

**SECTION I – Project Description**

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Construction of a shared use path on the south side of Franklin Street from just west of Little Sugarcreek Road to the alley west of West Street, construction of a mid-block pedestrian crossing west of the alley, and replacement of three beams on the existing Franklin Street bridge over Little Sugar Creek required to accommodate addition of the path.

NOW THEREFORE, be it ordained by the City of Bellbrook of Greene County, Ohio.

(LPA)

**SECTION II – Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

**SECTION III – Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

*The LPA agrees to participate in the cost of the project:*

*The City of Bellbrook agrees to pay all of the PE, R/W and the non-Federal share of the construction and construction engineering costs.*

*The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.*

*The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.*

*The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.*

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT’s “Specifications for Consulting Services” as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT’s current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant’s performance through ODOT’s Consultant Evaluation System.

*\*\*(all of the above regarding the consultants is only needed if the LPA is responsible for the preliminary phase and design plans).*

**SECTION IV Authority to Sign**

The LPA hereby authorizes \_\_\_\_\_ of said City of Bellbrook to  
(Signature authority) (LPA-or its division, department or agency)  
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the \_\_\_\_\_ is also empowered to execute any appropriate documents to  
(Signature authority)  
affect the assignment of all rights, title, and interests of the City of Bellbrook to ODOT arising from any  
(LPA)  
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

**SECTION V – Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION VI – Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

7/17/2019

**PID No.: 110612**

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VII-Emergency measure**

(as applicable)

The \_\_\_\_\_ is hereby declared to be an emergency measure to expedite the highway project and  
(Motion/Ordinance/Resolution)  
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2\_\_\_\_\_.  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Contractual Agent of LPA – title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



7/17/2019

**CERTIFICATE OF COPY  
STATE OF OHIO**

City of Bellbrook of Greene County, Ohio  
(LPA)

I, \_\_\_\_\_, as Clerk of the City of Bellbrook  
(LPA)

of Greene County, Ohio, do hereby certify that the foregoing is a true and correct copy of  
\_\_\_\_\_ adopted by the legislative Authority of the said  
(Motion/Ordinance/Resolution)

City of Bellbrook on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_.

**SEAL**

\_\_\_\_\_  
(Clerk)

City of Bellbrook of Greene County, Ohio  
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")





CFDA 20.205

\_\_\_\_\_ DUNS NUMBER

## LPA FEDERAL ODOT-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Bellbrook hereinafter referred to as the LPA, 15 E. Franklin St, Bellbrook, OH 45305.

### 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 construction of a shared use path on the south side of Franklin Street from just west of Little Sugarcreek Road to the alley west of West Street, installation of a mid-block pedestrian crossing west of the alley, and replacement of three beams on the existing Franklin Street bridge over Little Sugar Creek required to accommodate addition of the path (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

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

#### A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 - Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 - Federal Acquisition Regulations

- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises “DBE” in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." - “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

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

C. ODOT

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

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

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$489,950 as set forth in Attachment 1. ODOT shall provide to the LPA 70 percent of the eligible costs, up to a maximum of \$342,965 in Federal 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, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

[§§3.3 - 3.7 are only applicable if federal funds are used in Preliminary Engineering or Right-of-Way]

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor/consultant (hereinafter “Contractor”) invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 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 reimbursement of the 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.

- 3.5 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 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.
- 3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.
- 3.7 Payment or reimbursement to the LPA shall be submitted to:

City of Bellbrook
15 E. Franklin St
Bellbrook, Ohio 45305

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website ([www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)). Responsibilities for development of the PROJECT shall be as follows and further described herein:

### LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments

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

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

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

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

#### 4.7 Use of ODOT Consultant Agreements

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

## 5. CONSULTANT SELECTION AND ADMINISTRATION

### 5.1 General Requirements

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

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

#### A. Policies in Selection of Consultants

##### 1. Restrictions Concerning LPA Preferences

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

##### 2. Communications Restrictions

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

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

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

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest “RFLol” must be advertised on the Consultant Services page of ODOT’s website.

4. Disclosure of Selection Information

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

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

5. Supporting Documentation

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

6. Prohibited Selection Factors

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



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

B. Consultant Selection Processes

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

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

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

1. Programmatic Selection Process

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

2. Technical Proposal Selection Process

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

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

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

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

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

3. Emergency Selection Process

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

4. Small Purchase Selection Process

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

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

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

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.

- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures - Programmatic Selection Process

1. Letter of Interest Content

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

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

- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

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

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

## 2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:

- (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
- (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
- (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.

b. Compliance with prequalification requirements.

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

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

d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

### 3. Selection Rating Procedures

a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 - 153.71.

b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but

the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.

- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm’s specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

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

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

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

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

a. Project Manager

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

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

b. Strength/Experience of Assigned Staff including Subconsultants

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

As above, ODOT and other agencies may be contacted.

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

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

d. Consultant's Past Performance

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

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

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.

(2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.

(3) Any innovative ideas.

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

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

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

D. Negotiation of Consultant Agreements

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

E. Agreements

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

F. Documentation of Consultant Selections

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

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



6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The LPA and its consultant will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. All utilities related activities will be reviewed by the ODOT district utility coordinator. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

## 7. ADVERTISING, SALE AND AWARD

7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

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

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

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

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

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

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (c) Solicitations for Professional Services: In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) Information and Reports: The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) Incorporation of Provisions: The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

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

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay

by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports,

and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Melissa Dodd	Tammy K. Campbell P.E.
City Manager	Deputy Director District 8
15 E. Franklin St	Ohio Department of Transportation
Bellbrook, OH 45305	1980 W. Broad St.
(937) 848-4666	Columbus, OH 43223

15. GENERAL PROVISIONS

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

If federal funds were used in either Preliminary Engineering or Right-of-Way, and the LPA has recoverable costs, please select the appropriate option listed below, to be eligible to recover any

costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

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

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

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

**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.** <sup>3</sup>  
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**  
(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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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 periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



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

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

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the 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:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

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

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

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

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<sup>4</sup> [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.

<sup>5</sup> Per 2 CFR §200.502



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

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

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

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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

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

<b>LPA: City of Bellbrook</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By: Melissa Dodd	By: Jack Marchbanks
Title: City Manager	Director
Date:	Date:
Signature:	Signature:

Attachment 1

PROJECT BUDGET - SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$133,622.70	30	4BG7	\$311,786.30	70	4TC7/ MV07				\$445,409
INSPECTION	\$13,362.30	30	LABR	\$31,178.70	70	LABR				\$44,541
TOTALS	\$146,985			\$342,965						\$489,950

**Attachment 2**

**DIRECT PAYMENT OF CONSULTANT**

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

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

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

VENDOR Name:	<b>Error! Reference source not found.</b>
Oaks Vendor ID:	
Mailing Address:	<b>Error! Reference source not found.</b>
LPA signature:	_____

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



# RECORD OF RESOLUTIONS

Resolution No. 2019-AA

August 26, 2019

## City of Bellbrook

### Resolution No. 2019-AA

#### **A Resolution Authorizing the City Manager to Enter Into an Agreement with LJB, Inc. for Preliminary Design Engineering Services for Pedestrian Improvements on the Franklin Street Bridge.**

WHEREAS, The City of Bellbrook was awarded a grant through Miami Valley Regional Planning Commission's Transportation Alternatives Program for pedestrian improvements to the Franklin Street Bridge; and

WHEREAS, LJB, Inc. was retained to create and submit the application for the grant and has working knowledge of the project; and

WHEREAS, The City of Bellbrook must complete preliminary design engineering in order to begin the project; and

WHEREAS, The City of Bellbrook wishes to retain the services of LJB, Inc. for preliminary design engineering services through stage one related to the Franklin Street Bridge Project in the amount of \$35,680; and

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to enter into an agreement with LJB, Inc. for their services to an amount not to exceed \$35,860 for stage one of the project.

Section 2. That this resolution shall take effect and be in force forthwith.

---

Michael W. Schweller, Mayor

---

Pamela Timmons, Clerk of Council







**PRICE PROPOSAL FOR  
PRELIMINARY THROUGH STAGE 1  
GRE-SR725-1.91 SIDEWALK / BRIDGE**

August 9, 2019

PREPARED FOR:

**City of Bellbrook**  
**Attention: Melissa Dodd**

15 East Franklin Street  
Bellbrook, Ohio 45305

PREPARED BY:

**LJB Inc.**

2500 Newmark Drive  
Miamisburg, OH 45342  
(937) 259-5000

Daniel W. Springer, P.E., PMP  
dspringer@LJBinc.com



August 9, 2019

Ms. Melissa Dodd  
City of Bellbrook  
City Manager  
15 East Franklin Street  
Bellbrook Ohio 45305

Re: Cost Proposal for **PART 1: Preliminary Design through Stage 1 Plans for GRE-SR725-1.09 Sidewalk and Bridge Rehabilitation**

Dear Ms. Dodd:

Thank you for the opportunity to submit our proposal for the preliminary engineering services for the subject project. The tasks included in this fee proposal support submittal of the Stage 1 Plans.

We have based our fees upon our experience with similar projects, a site visit, and the scope meeting with the City and ODOT District 8 on July 8, 2019. The lump sum fee to complete the scope of work is **\$35,680**.

Included is the following information:

- > Proposal Cost Summary
- > Proposed Overhead and Cost of Money Rates
- > Proposed Hours
- > Non-Labor Direct Cost Summary
- > Project Schedule
- > Appendix A – Scope of Services Documents (blue divider)
  - o Project Narrative

If you have any questions or require additional information, please contact our project manager, Dan Springer at (937) 259-5192 or [dspringer@LJBinc.com](mailto:dspringer@LJBinc.com). You can also contact me at (937) 259-5190 or [RNorman@LJBinc.com](mailto:RNorman@LJBinc.com). We look forward to working with you to achieve a successful completion of this project.

Sincerely,  
LJB Inc.

Daniel W. Springer, P.E., PMP  
Principal and Project Manager

Ralph E. Norman, P.E.  
Transportation Practice Leader

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Project Narrative	



# LJB PROPOSAL COST SUMMARY

C-R-S		PROPOSAL COST SUMMARY										Version: Feb 2017
Consultant:	LJB Inc.											
Agreement No.	N/A				State Average Overhead Rate	155.27%						
Modification No.	N/A				Consultant Overhead Rate:	179.80%						
PID No.	110612				Cost of Money:	0.22%						
Proposal Date	6/9/2019				Net Fee Percentage:	11%						
Task Description	No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost		
<b>AUTHORIZED TASKS:</b>												
<b>1 - Planning Phase</b>												
<b>TOTAL 1- Planning Phase</b>			0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>2 - Preliminary Engineering Phase</b>												
<b>2.1 - Develop Preliminary Alternatives</b>												
2.1.A - Prepare and Complete Feasibility Study Report												
<b>TOTAL 2.1 - Develop Preliminary Alternatives</b>			0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>2.2 - Perform Environmental Field Studies</b>												
<b>TOTAL 2.2 - Perform Environmental Field Studies</b>			0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>2.3 - AER Design</b>												
2.3.A - Field Survey and Aerial Mapping												
2.3.A.A - Project Control, Benchmarks, and Reference Points			\$30.50	4	\$122	\$219	\$0	\$0	\$0	\$34	\$376	
2.3.A.B - Monumentation recovery			\$30.50	4	\$122	\$219	\$0	\$0	\$0	\$34	\$376	
2.3.A.C - Base Mapping (incl. field verify.)			\$30.85	52	\$1,604	\$2,884	\$4	\$92	\$0	\$450	\$5,034	
2.3.A.D - Drainage Survey (stream cross sections)			\$30.50	4	\$122	\$219	\$0	\$0	\$0	\$34	\$376	
2.3.A.E - Bridge Survey			\$30.50	4	\$122	\$219	\$0	\$0	\$0	\$34	\$376	
2.3.A.F - Establish property lines, tax id, & ownerships on base map			\$30.50	4	\$122	\$219	\$0	\$0	\$0	\$34	\$376	
2.3.A.G - Property Owner Notification			\$34.91	2	\$70	\$126	\$0	\$0	\$0	\$20	\$215	
2.3.B - Roadway												
2.3.B.A - Design Criteria			\$36.94	2	\$74	\$133	\$0	\$0	\$0	\$21	\$228	
2.3.B.B - Conceptual Typical Sections			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline			\$35.72	10	\$357	\$642	\$1	\$0	\$0	\$100	\$1,101	
2.3.B.D - Plan and Profile - Crossroads			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.F - Conceptual cross sections			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.H - Analyze Drive Locations			\$36.26	3	\$109	\$196	\$0	\$0	\$0	\$31	\$335	
2.3.B.I - Identify Construction Limits			\$36.26	3	\$109	\$196	\$0	\$0	\$0	\$31	\$335	
2.3.C - Drainage												
2.3.C.A - Drainage Design Criteria Forms (LD-35)			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.C - Hydraulically size all major storm sewer trunk lines			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.E - Conceptual BMP			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation			\$36.26	6	\$218	\$391	\$0	\$0	\$0	\$61	\$670	
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)			\$35.72	5	\$179	\$321	\$0	\$0	\$0	\$50	\$550	
2.3.G - Utilities												
2.3.G.A - Utility Coordination and Documentation			\$44.01	6	\$264	\$475	\$1	\$0	\$0	\$74	\$813	
2.3.H - Miscellaneous												
2.3.H.I - Determine need for Design Exception			\$36.94	2	\$74	\$133	\$0	\$0	\$0	\$21	\$228	
<b>TOTAL 2.3 - AER Design</b>				111	\$3,667	\$6,593	\$8	\$92	\$1,030	\$11,389		
<b>2.4 - Prepare Cost Estimates</b>												
<b>TOTAL 2.4 - Prepare Cost Estimates</b>				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>2.5 - AER Submittal and Other Studies</b>												
<b>TOTAL 2.5 - AER Submittal and Other Studies</b>				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>2.6 - Public Involvement/Coordination</b>												
<b>TOTAL 2.6 - Public Involvement/Coordination</b>				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>2.7 - Stage 1 Design</b>												
2.7.A - Roadway												
2.7.A.A - Title Sheet			\$34.91	2	\$70	\$126	\$0	\$0	\$0	\$20	\$215	
2.7.A.B - General Notes			\$34.91	2	\$70	\$126	\$0	\$0	\$0	\$20	\$215	
2.7.A.C - Schematic Plan			\$35.36	9	\$318	\$572	\$1	\$0	\$0	\$89	\$980	
2.7.A.D - Typical Sections			\$35.92	8	\$287	\$517	\$1	\$0	\$0	\$81	\$885	
2.7.A.E - Cross Sections			\$35.72	15	\$536	\$963	\$1	\$0	\$0	\$150	\$1,651	
2.7.A.F - Plan and Profile - Mainline			\$35.49	28	\$994	\$1,787	\$2	\$0	\$0	\$279	\$3,062	
2.7.A.G - Plan and Profile - Crossroads			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.A.I - Superelevation Table			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.A.J - Intersection Details			\$35.92	8	\$287	\$517	\$1	\$0	\$0	\$81	\$885	
2.7.A.L - Driveway Details			\$35.72	5	\$179	\$321	\$0	\$0	\$0	\$50	\$550	
2.7.A.M - Design Exception Request			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.A.N - Traffic Control			\$36.26	6	\$218	\$391	\$0	\$0	\$0	\$61	\$670	
2.7.B - Drainage												
2.7.B.A - Storm Sewer Profiles			\$35.72	6	\$179	\$321	\$0	\$0	\$0	\$50	\$550	
2.7.B.D - Drainage Calculations			\$36.26	6	\$218	\$391	\$0	\$0	\$0	\$61	\$670	
2.7.B.E - BMP Design			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.C - Utilities												
2.7.C.A - Utility Coordination and Documentation			\$36.80	12	\$439	\$790	\$1	\$0	\$0	\$123	\$1,353	
2.7.C.B - Description of proposed water and/or sewer work			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	



C-R-S		0										PROPOSAL COST SUMMARY										Version: Feb 2017	
<b>Consultant:</b>		LJB Inc.										State Average Overhead Rate		155.27%									
<b>Agreement No.:</b>		N/A										Consultant Overhead Rate:		179.80%									
<b>Modification No.:</b>		N/A										Cost of Money:		0.22%									
<b>PID No.:</b>		110612										Net Fee Percentage:		11%									
<b>Proposal Date:</b>		8/9/2019																					
Task Description	No. of Units	Average Hourly Rate	Total		Labor		Overhead		Cost of		Direct		Subcon		Net		Total						
			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost													
2.7.C.D - Add Utilities to Plan/Profile Sheets	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
2.7.F - Structures - Design Report																							
2.7.F.A - Bridge Design Report		\$40.06	8	\$320	\$576	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$987	\$987					
2.7.F.B - Final Structure Site Plan		\$40.41	42	\$1,697	\$3,051	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$477	\$5,229	\$5,229					
2.7.G - Miscellaneous																							
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements		\$36.26	3	\$109	\$196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31	\$335	\$335					
2.7.H - Prepare C2 Cost Estimates and Update Milestones																							
2.7.H.A - Roadway/Interchange Costs		\$39.19	10	\$392	\$705	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110	\$1,207	\$1,207						
2.7.H.B - Right of Way	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
2.7.H.C - Utility Costs	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
2.7.I - Lighting Plans	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
<b>TOTAL - 2.7 - Stage 1 Design</b>			169	\$6,312	\$11,349	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,772	\$19,447	\$19,447						
<b>2.8 - Project Management for Preliminary Engineering Phase</b>																							
2.8.A - Meetings		\$50.27	12	\$603	\$1,085	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$189	\$1,858	\$1,858						
2.8.B - General Oversight		\$89.23	12	\$831	\$1,494	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$233	\$2,560	\$2,560							
2.8.C - Project Set Up		\$89.23	2	\$138	\$249	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39	\$427	\$427							
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>			26	\$1,572	\$2,827	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$442	\$4,845	\$4,845							
<b>2.9 - Limited Review</b>																							
<b>TOTAL 2.9 - Limited Review</b>			0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
<b>Total - 2 Preliminary Engineering Phase</b>			306	\$11,551	\$20,768	\$25	\$92	\$0	\$3,243	\$35,680													
<b>TOTAL AUTHORIZED PARTS</b>			306	\$11,551	\$20,768	\$25	\$92	\$0	\$3,243	\$35,680													
<b>IF-AUTHORIZED TASKS:</b>																							
	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
<b>TOTAL IF-AUTHORIZED PARTS</b>			0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
<b>GRAND TOTAL</b>			306	\$11,551	\$20,768	\$25	\$92	\$0	\$3,243	\$35,680													



**LJB PROPOSED OVERHEAD AND COST OF MONEY RATES**



OHIO DEPARTMENT OF  
TRANSPORTATION

CONSULTANT INDIRECT COST RATE  
APPROVAL CERTIFICATE NO. 062902018-SPG-04

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT hereby approves use of the following rates on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	LJB Inc.
Based on Actual Costs Incurred for Fiscal Year End:	December 31, 2017
Effective Date (Approval Date):	June 29, 2018

**APPROVAL TYPE:**

This approval is granted based on a limited, correspondence desk review of your company's cost submission. This approval does not constitute a cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

**CONCLUSION.** The following rates were accepted as submitted.

Corporate Indirect Cost Rate:	179.80%
Facilities Capital Cost of Money (FCCM) Rate:	0.22%
Overtime Premium Eligible as Direct Cost? (†)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Note:** The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email ([ODOT.Cost.Submissions@dot.state.oh.us](mailto:ODOT.Cost.Submissions@dot.state.oh.us)). The submission is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.

(†) Treatment of overtime premium is determined based on the company's policies. Overtime premium must be allocated consistently as either a direct or indirect cost on all contracts, regardless of type, reimbursement method, or individual contract terms. Companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

Please send a return message to confirm receipt of this certificate. Thank you for your assistance during this review.

Manager approval by:

Scot P. Gormley

Financial Program Manager  
ODOT Office of External Audits  
1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223  
614.644.0384  
[transportation.ohio.gov](http://transportation.ohio.gov)

**For ODOT Use Only**

Posted to Master Schedule:	<input checked="" type="checkbox"/>
CSS Database Updated:	<input checked="" type="checkbox"/>
OEA Auditor:	<input checked="" type="checkbox"/> SPG <input type="checkbox"/> LH <input type="checkbox"/> TE
RA Tier:	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3



**LJB PROPOSED HOURS**

C-R-S		PROPOSAL LABOR SUMMARY									Version: Feb 2017	
Consultant:	LJB Inc.	Tasks that are not included in the scope.										
Agreement No.	N/A											
Modification No.	N/A											
PID No.	110612											
Proposal Date	8/6/2019											
Task Description	No. of Units	Professional IX	Professional VIII	Professional VII	Professional IV	Professional III	Professional I	Designer IV	Survey Technician	Total Hours	Cost	
<b>AUTHORIZED TASKS:</b>												
<b>1 - Planning Phase</b>												
TOTAL 1-Planning Phase	0	0	0	0	0	0	0	0	0	0	\$0	
<b>2 - Preliminary Engineering Phase</b>												
<b>2.1 - Develop Preliminary Alternatives</b>												
2.1.A - Prepare and Complete Feasibility Study Report												
TOTAL 2.1 - Develop Preliminary Alternatives	0	0	0	0	0	0	0	0	0	0	\$0	
<b>2.2 - Perform Environmental Field Studies</b>												
TOTAL 2.2 - Perform Environmental Field Studies	0	0	0	0	0	0	0	0	0	0	\$0	
<b>2.3 - AER Design</b>												
2.3.A - Field Survey and Aerial Mapping												
2.3.A.A - Project Control, Benchmarks, and Reference Points									4	4	\$122	
2.3.A.B - Monumentation recovery									4	4	\$129	
2.3.A.C - Base Mapping (incl. field verify)							16	16	20	52	\$1,604	
2.3.A.D - Drainage Survey (stream cross sections)									4	4	\$122	
2.3.A.E - Bridge Survey									4	4	\$122	
2.3.A.F - Establish property lines, tax id, & ownerships on base map									4	4	\$122	
2.3.A.G - Property Owner Notification									2	2	\$70	
2.3.B - Roadway												
2.3.B.A - Design Criteria			1							1	\$11	
2.3.B.B - Conceptual Typical Sections										1	\$6	
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline				2						10	\$357	
2.3.B.D - Plan and Profile - Crossroads										6	\$6	
2.3.B.E - Conceptual storm sections										6	\$6	
2.3.B.H - Analyze Drive locations			1		2					3	\$109	
2.3.B.I - Identify Construction Limits			1		2					3	\$109	
2.3.C - Drainage												
2.3.C.A - Drainage Design Criteria Forms (LD-35)										6	\$6	
2.3.C.C - Hydraulically size all major storm sewer trunk lines										6	\$6	
2.3.C.E - Conceptual BMP										6	\$6	
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation				2		4				6	\$219	
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)				1		4				5	\$179	
2.3.G - Utilities												
2.3.G.A - Utility Coordination and Documentation	1				5					6	\$204	
2.3.H - Miscellaneous												
2.3.H.I - Determine need for Design Exception						1				1	\$74	
TOTAL 2.3 - AER Design	1	0	0	14	24	16	16	16	40	111	3696.99	
<b>2.4 - Prepare Cost Estimates</b>												
TOTAL 2.4 - Prepare Cost Estimates	0	0	0	0	0	0	0	0	0	0	\$0	
<b>2.5 - AER Submittal and Other Studies</b>												
TOTAL 2.5 - AER Submittal and Other Studies	0	0	0	0	0	0	0	0	0	0	\$0	
<b>2.6 - Public Involvement/Coordination</b>												
TOTAL 2.6 - Public Involvement/Coordination	0	0	0	0	0	0	0	0	0	0	\$0	
<b>2.7 - Stage 1 Design</b>												
<b>2.7.A - Roadway</b>												
2.7.A.A - Title Sheet						2				2	\$70	
2.7.A.B - General Notes						2				2	\$70	
2.7.A.C - Schematic Plan				1		8				9	\$319	
2.7.A.D - Typical Sections				2		6				8	\$287	
2.7.A.E - Cross Sections				3		12				15	\$536	
2.7.A.F - Plan and Profile - Mainline				4		24				28	\$994	
2.7.A.G - Plan and Profile - Crossroads										6	\$6	
2.7.A.I - Super-elevation Table										6	\$6	
2.7.A.J - Intersection Details			2		6					8	\$287	
2.7.A.L - Driveway Details				1		4				5	\$179	
2.7.A.M - Design Exception Request										6	\$6	
2.7.A.N - Traffic Control				2		4				6	\$219	
<b>2.7.B - Drainage</b>												
2.7.B.A - Storm Sewer Profiles			1		4					5	\$179	
2.7.B.D - Drainage Calculations			2		4					6	\$219	
2.7.B.E - BMP Design										6	\$6	
<b>2.7.C - Utilities</b>												
2.7.C.A - Utility Coordination and Documentation				5		7				12	\$439	
2.7.C.B - Description of proposed water and/or sewer work										6	\$6	
2.7.C.D - Add Utilities to Plan/Profile Sheets										6	\$6	
<b>2.7.F - Structures - Design Report</b>												
2.7.F.A - Bridge Design Report				4		30	4			38	\$320	
2.7.F.B - Final Structure Site Plan			4		8					12	\$1,697	
<b>2.7.G - Miscellaneous</b>												
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements				1		2				3	\$109	
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
2.7.H.A - Roadway/Interchange Costs			2		2	6				10	\$392	
2.7.H.B - Right of Way										6	\$6	
2.7.H.C - Utility Costs										6	\$6	
2.7.I - Lighting Plans										6	\$6	
TOTAL - 2.7 - Stage 1 Design	0	4	14	26	121	4	0	0		169	6311.83	
<b>2.8 - Project Management for Preliminary Engineering Phase</b>												
2.8.A - Meetings		3	3		3	3				12	\$603	
2.8.B - General Oversight			12							12	\$831	
2.8.C - Project Set Up			2							2	\$139	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		17	3	0	3	3	0	0	0	24	\$1,573	
<b>2.9 - Limited Review</b>												
TOTAL 2.9 - Limited Review	0	0	0	0	0	0	0	0	0	0	\$0	
<b>TOTAL - 2 Preliminary Engineering Phase</b>	<b>18</b>	<b>7</b>	<b>14</b>	<b>43</b>	<b>148</b>	<b>20</b>	<b>16</b>	<b>40</b>	<b>306</b>	<b>306</b>	<b>\$11,551</b>	
<b>TOTAL AUTHORIZED PARTS</b>	<b>18</b>	<b>7</b>	<b>14</b>	<b>43</b>	<b>148</b>	<b>20</b>	<b>16</b>	<b>40</b>	<b>306</b>	<b>306</b>	<b>\$11,551</b>	



C-R-S		PROPOSAL LABOR SUMMARY								Version: Feb 2017		
Consultant: LJB Inc. Agreement No. N/A Modification No. N/A PID No. 110612 Proposal Date 8/3/2019		Tasks that are not included in the scope.										
Task Description	No. of Units	Professional IX	Professional VIII	Professional VII	Professional IV	Professional III	Professional I	Designer IV	Survey Technician	Total		
		\$60.23	\$57.97	\$52.24	\$38.96	\$34.91	\$27.88	\$34.25	\$30.50	Hours	Cost	
<b>IF-AUTHORIZED TASKS:</b>												
<b>TOTAL IF-AUTHORIZED PARTS</b>		0	0	0	0	0	0	0	0	0	0	\$0
<b>GRAND TOTAL</b>		18	7	14	43	148	20	16	40	308		\$11,551





> **LJB NON-LABOR DIRECT COST SUMMARY**

C-R-S	0	DIRECT COSTS									Version: Feb 2017
<b>Consultant:</b>	LJB Inc.										
<b>Agreement No.</b>	N/A										
<b>Modification No.</b>	N/A										
<b>PID No.</b>	110612										
<b>Proposal Date</b>	8/9/2019										
<b>Task Description</b>	Unit Cost:	\$0.52	\$0.75	\$0.25	\$7.50	\$2.50					
		mileage	prints	copies	Iron pins / caps	stakes / hubs	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
<b>AUTHORIZED TASKS:</b>											
<b>1 - Planning Phase</b>											
<b>TOTAL 1- Planning Phase</b>											
		0	0	0	0	0	0	0	0	0	\$0.00
<b>2 - Preliminary Engineering Phase</b>											
<b>2.1 - Develop Preliminary Alternatives</b>											
<b>2.1.A - Prepare and Complete Feasibility Study Report</b>											
<b>TOTAL 2.1 - Develop Preliminary Alternatives</b>											
		0	0	0	0	0	0	0	0	0	\$0.00
<b>2.2 - Perform Environmental Field Studies</b>											
<b>TOTAL 2.2 - Perform Environmental Field Studies</b>											
		0	0	0	0	0	0	0	0	0	\$0.00
<b>2.3 - AER Design</b>											
<b>2.3.A - Field Survey and Aerial Mapping</b>											
<b>2.3.A.A - Project Control, Benchmarks, and Reference Points</b>											
											\$0.00
<b>2.3.A.B - Monumentation recovery</b>											
											\$0.00
<b>2.3.A.C - Base Mapping (incl. field verify.)</b>											
		100			4	4					\$92.00
<b>2.3.A.D - Drainage Survey (stream cross sections)</b>											
											\$0.00
<b>2.3.A.E - Bridge Survey</b>											
											\$0.00
<b>2.3.A.F - Establish property lines, tax id, &amp; ownerships on base map</b>											
											\$0.00
<b>2.3.A.G - Property Owner Notification</b>											
											\$0.00
<b>2.3.B - Roadway</b>											
<b>2.3.B.A - Design Criteria</b>											
											\$0.00
<b>2.3.B.B - Conceptual Typical Sections</b>											
											\$0.00
<b>2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline</b>											
											\$0.00
<b>2.3.B.D - Plan and Profile - Crossroads</b>											
											\$0.00
<b>2.3.B.F - Conceptual cross sections</b>											
											\$0.00
<b>2.3.B.H - Analyze Drive locations</b>											
											\$0.00
<b>2.3.B.I - Identify Construction Limits</b>											
											\$0.00
<b>2.3.C - Drainage</b>											
<b>2.3.C.A - Drainage Design Criteria Forms (LD-35)</b>											
											\$0.00
<b>2.3.C.C - Hydraulically size all major storm sewer trunk lines</b>											
											\$0.00
<b>2.3.C.E - Conceptual BMP</b>											
											\$0.00
<b>2.3.C.F - Estimate impact to wetlands, streams, &amp; other regulated waters of the US and potential wetland mitigation</b>											
											\$0.00
<b>2.3.F - Maintenance of Traffic</b>											
<b>2.3.F.C - Conceptual MOT Plan (Without MOTAA)</b>											
											\$0.00
<b>2.3.G - Utilities</b>											
<b>2.3.G.A - Utility Coordination and Documentation</b>											
											\$0.00
<b>2.3.H - Miscellaneous</b>											
<b>2.3.H.I - Determine need for Design Exception</b>											
											\$0.00
<b>TOTAL 2.3 - AER Design</b>											
		0	0	0	0	0	0	0	0	0	\$92.00
<b>2.4 - Prepare Cost Estimates</b>											
<b>TOTAL 2.4 - Prepare Cost Estimates</b>											
		0	0	0	0	0	0	0	0	0	\$0.00
<b>2.5 - AER Submittal and Other Studies</b>											
<b>TOTAL 2.5 - AER Submittal and Other Studies</b>											
		0	0	0	0	0	0	0	0	0	\$0.00
<b>2.6 - Public Involvement/Coordination</b>											
<b>TOTAL 2.6 - Public Involvement/Coordination</b>											
		0	0	0	0	0	0	0	0	0	\$0.00
<b>2.7 - Stage 1 Design</b>											
<b>2.7.A - Roadway</b>											
<b>2.7.A.A - Title Sheet</b>											
											\$0.00
<b>2.7.A.B - General Notes</b>											
											\$0.00
<b>2.7.A.C - Schematic Plan</b>											
											\$0.00
<b>2.7.A.D - Typical Sections</b>											
											\$0.00
<b>2.7.A.E - Cross Sections</b>											
											\$0.00
<b>2.7.A.F - Plan and Profile - Mainline</b>											
											\$0.00
<b>2.7.A.G - Plan and Profile - Crossroads</b>											
											\$0.00
<b>2.7.A.I - Super-elevation Table</b>											
											\$0.00
<b>2.7.A.J - Intersection Details</b>											
											\$0.00
<b>2.7.A.L - Driveway Details</b>											
											\$0.00
<b>2.7.A.M - Design Exception Request</b>											
											\$0.00
<b>2.7.A.N - Traffic Control</b>											
											\$0.00
<b>2.7.B - Drainage</b>											
<b>2.7.B.A - Storm Sewer Profiles</b>											
											\$0.00



C-R-S		0	DIRECT COSTS									Version: Feb 2017
<b>Consultant:</b>	LJB Inc.											
<b>Agreement No.</b>	N/A											
<b>Modification No.</b>	N/A											
<b>PID No.</b>	110612											
<b>Proposal Date</b>	8/9/2019											
			mileage	prints	copies	iron pins / caps	stakers / hubs	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
<b>Task Description</b>	Unit Cost:		\$0.52	\$0.75	\$0.25	\$7.50	\$2.50					
2.7.B.D - Drainage Calculations												\$0.00
2.7.B.E - BMP Design												\$0.00
2.7.C - Utilities												
2.7.C.A - Utility Coordination and Documentation												\$0.00
2.7.C.B - Description or proposed water and/or sewer work												\$0.00
2.7.C.D - Add Utilities to Plan/Profile Sheets												\$0.00
2.7.F - Structures - Design Report												
2.7.F.A - Bridge Design Report												\$0.00
2.7.F.B - Final Structure Site Plan												\$0.00
2.7.G - Miscellaneous												
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements												\$0.00
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
2.7.H.A - Roadway/Interchange Costs												\$0.00
2.7.H.B - Right of Way												\$0.00
2.7.H.C - Utility Costs												\$0.00
2.7.I - Lighting Plans												\$0.00
<b>TOTAL - 2.7 - Stage 1 Design</b>			0	0	0	0	0	0	0	0	0	\$0.00
<b>2.8 - Project Management for Preliminary Engineering Phase</b>												
2.8.A - Meetings												\$0.00
2.8.B - General Oversight												\$0.00
2.8.C - Project Set Up												\$0.00
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>			0	0	0	0	0	0	0	0	0	\$0.00
<b>2.9 - Limited Review</b>												
<b>TOTAL 2.9 - Limited Review</b>			0	0	0	0	0	0	0	0	0	\$0.00
<b>Total - 2 Preliminary Engineering Phase</b>			0	0	0	0	0	0	0	0	0	\$92.00
<b>TOTAL AUTHORIZED PARTS</b>			0	0	0	0	0	0	0	0	0	\$92.00
<b>IF-AUTHORIZED TASKS:</b>												
<b>TOTAL AUTHORIZED PARTS</b>			0	0	0	0	0	0	0	0	0	\$0.00
<b>GRAND TOTAL</b>			0	0	0	0	0	0	0	0	0	\$92.00



## > LISTING OF SUBCONSULTANTS

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SUBCONSULTANT	WORK CATEGORY	TOTAL AMOUNT PROPOSED
None		



## PROJECT SCHEDULE

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The following schedule is based on a **September 2, 2019** authorization to proceed.

STAGE REVIEW SUBMITTALS	SCHEDULED SUBMITTAL
Authorization to Proceed	9/2/2019
LJB completes field survey	9/13/2019
LJB submits Stage 1 plans and cost estimate for review	10/18/2019
ODOT and City provide Stage 1 comments to LJB	11/22/2019

## **Appendix A – Scope of Services**



**APPENDIX A –  
SCOPE OF SERVICES**

**Project Narrative**

## PROJECT NARRATIVE

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**Project name:** GRE-SR725-1.09 Sidewalk and Bridge Rehabilitation

**Client name:** City of Bellbrook

**Date:** August 9, 2019

LJB Inc. has developed a detailed scope of services including project understanding, deliverables, exclusions, assumptions and project constraints. This document is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process, if required.

### **PROJECT SCOPE OF SERVICES**

Our understanding is that this proposal includes tasks that will support submittal of Stage 1 Plans for the project. We have based our fees upon our experience with similar projects, a site visit, and the scope meeting with the City and ODOT District 8 on July 8, 2019. The purpose of this project is to complete the sidewalk connection on the south side of SR-725 and bridge rehabilitation near the intersection of SR-275 and Little Sugarcreek Road.

### **Surveying**

- > 2.3.A.A Project Control, Benchmarks, and Reference Points – Establish project control, benchmarks and reference points as described in the Survey and Mapping Specification.
- > 2.3.A.B Monumentation Recovery – At this time, it is unknown whether new right of way will be required for this project. LJB will conduct a thorough search for all physical monuments and analyze evidence of monumentation and occupation. In addition, the surveyor shall, when necessary, confer with the owner(s) of the property being surveyed and the adjoining property. Notes will be collected by LJB identifying all monuments that were researched to no avail or recovered. These notes will include the type, size, and disposition (including cap and name noted) of monumentation and will be included in the drawings.
- > 2.3.A.C Base Mapping – Locate all topographic features within the field survey limits shown on the Survey Limits Map in this proposal, obtaining horizontal and vertical information consistent with industry accepted tolerances for ground collected survey. All ground survey cross sections will be taken at a 50-foot interval. LJB will contact Ohio811 requesting that all utilities be marked in the field prior to beginning the survey. LJB will use construction drawing information provided by the utility companies and ODOT District 8 to assist in locating above ground utility features. LJB will locate utility features horizontally and vertically (excluding any excavation or Subsurface Utility Locating). LJB will locate drainage features horizontally and vertically. LJB will obtain pipe sizes, pipe directions, pipe materials, and headwall data within the survey limits and one structure beyond the survey limits. LJB will locate traffic control features (pavement markings, signs, poles, traffic signal boxes and loops, etc.) horizontally and vertically.
- > 2.3.A.D Drainage Survey – Minimal detailed stream survey is anticipated for only 200 feet, approximately 75 feet upstream and downstream of the bridge. Channel cross sections will be taken at each of the existing bridge edges.
- > 2.3.A.E Bridge Survey – A complete survey of the existing bridge will be completed. This will include the existing abutments and superstructure.

- > 2.3.A.F Establish property lines, tax id, & ownerships on base map – LJB has only included manhours to confirm and resolve side lot/parcel lines.

The surveyor's report will document all decisions for private boundary resolutions. The surveyor's report will also document the basis of bearings and project control that will be required to be reported on all legal descriptions and on the construction plans.

- > 2.3.A.G Property Owner Notification – This task only includes confirming and preparing a property owner mailing address list for those properties where access for field work is anticipated. The right of entry letters will be prepared and mailed by LJB.
- > 2.3.G.A Utility Coordination and Documentation – LJB will facilitate the first utility coordination meeting. LJB will prepare color-coded plan views highlighting each utility's facility located during field survey, easements that have been identified, and potential construction conflicts. These plans will be sent to each utility with an agenda for the first coordination meeting. LJB will prepare a meeting summary and develop action items that will be addressed with each utility.

### **Right-of-Way**

At this time, it is unknown whether new right of way will be required for this project. LJB will determine if new R/W is anticipated and if so, engineering costs will be included in a Part 2 fee proposal.

### **Geotechnical**

At this time and based on discussions at the scope meeting with the City and ODOT District 8, geotechnical investigations will not be required for the project.

### **Environmental**

At this time, it is unknown whether new right of way will be required for this project. LJB will determine if new R/W is anticipated which will determine the level of effort for the environmental engineering portion of the project. Therefore, environmental engineering costs will be included in a Part 2 fee proposal.

### **Civil engineering**

- > 2.3.B.A Design Criteria – LJB will establish the design criteria for the project on LJB's standard template spreadsheet.
- > 2.3.B.C Horizontal Alignment and Vertical Profile, Mainline – two (2) plan and profile sheets are anticipated for the project.
- > 2.3.B.H Analyze Drive locations – LJB will review and analyze the impacts to the drives in the vicinity of the project limits.
- > 2.3.B.I Identify Construction Limits – LJB will determine the project construction limits and review them against the existing right-of-way.
- > 2.3.C.F Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation – LJB will determine the impacts within the proposed construction limits for the project.
- > 2.3.F.C Conceptual MOT Plan (Without MOTAA) – LJB will develop a maintenance of traffic plan sheet. One (1) sheet is anticipated.
- > 2.3.H.I Determine need for Design Exception – LJB will determine if any design exceptions are needed for the project.



- > 2.7.A.A Title Sheet – One (1) title sheet is anticipated.
- > 2.7.A.B General Notes – One (1) general notes sheet is anticipated.
- > 2.7.A.C Schematic Plan – One (1) schematic plan sheet is anticipated.
- > 2.7.A.D Typical Sections – Three (3) typical sections are anticipated.
- > 2.7.A.E Cross Sections – cross section sheets will be developed for the project within the construction limits.
- > 2.7.A.F Plan and Profile, Mainline – Two (2) sheets are anticipated.
- > 2.7.A.J Intersection Details – One (1) sheet is anticipated.
- > 2.7.A.L Driveway Details – One (1) sheet is anticipated.
- > 2.7.A.N Traffic Control – One (1) sheet is anticipated.
- > 2.7.B.A Storm Sewer Profiles – One (1) sheet is anticipated.
- > 2.7.B.D Drainage Calculations – calculations to size the storm sewers will be performed.
- > 2.7.C.A Utility Coordination and Documentation – LJB will plan to conduct a utility coordination meeting at Stage 1.
- > 2.7.G.C Finalize Pavement Build up and subsurface drainage requirements – pavement and drainage requirements will be coordinated with ODOT and included in the plans.
- > 2.7.H.A Roadway/Interchange Costs – Stage 1 level of cost estimating will be completed.

#### **Structural engineering**

- > 2.7.F.A Bridge Design Report (Hands-on Inspection) – the LJB hours for this task are to conduct the hands-on inspection for specific bridge measurements and to determine the extent of substructure patching. Measurements will be documented for inclusion of necessary concrete repairs that will be included in the final plans. An inspection report will not be provided or submitted to ODOT.
- > 2.7.F.B Final Structure Site Plan – Final Structure Site Plan will follow the requirements as outlined in the ODOT Bridge Design Manual (BDM), Section 202.2.1. The hours given for the Final Structure Site Plan is a sum total of the hours for both Preliminary Structure Site Plan (that is generally included in a Structure Type Study) and Final Structure Site Plan. This task also includes the plan development for a bridge typical section and abutment typical section that will be submitted with the Stage 1 project deliverables.
- > 2.7.H.A Roadway/Interchange Costs – LJB will provide Stage 1 level construction cost estimating for the bridge portion of the project.

#### **Project Management**

- > 2.8.A Meetings – One (1) teleconference is anticipated with two (2) people from LJB participating (PM, civil discipline) for one (1) hour each teleconference. One (1) additional face-to-face meeting will be attended by two (2) people from LJB for two (2) hours each.
- > 2.8.B General Oversight – LJB will execute its Project Management Plan for the PL phase and Stage 1 submittal of the PDP. LJB’s project manager will direct project activities in terms of scope, budget and work planning, schedule and staff assignments for this phase of the PDP. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task also includes

budgeting/billing activities throughout the duration of the phase. The duration of the PL phase and Stage 1 is 3 months.

- > 2.8.C Project Setup – This task will be used to setup the project on LJB’s directory structure as well as the initial project planning and budgeting analysis.

## **PROJECT DELIVERABLES**

The deliverables for this project will include:

### **Standards**

- > The deliverables for this project will follow ODOT L&D and CADD Engineering Manual standards.
- > LJB will complete the plan development in MicroStation.
- > Cost estimating will be completed using the Estimator software.

### **Reports**

- > A survey report will be completed for the project.

### **Plan sets**

- > LJB will provide 11x17 PDFs of the plans at the Stage 1 review submittal.

## **PROJECT CONSTRAINTS**

At this time, we are assuming that all work will remain within the existing right-of-way. This will limit the environmental scope for Part 2. If work extends outside of the existing right-of-way, required right-of-way plan development will be included in the Part 2 fee proposal.

## **ASSUMPTIONS**

In preparing this scope of services, LJB has made the following assumptions:

- > Any necessary R/W plan development will be included in a Part 2 fee proposal.
- > Geotechnical investigations or reports are not required.
- > Any necessary environmental services will be included in a Part 2 fee proposal.
- > BMPs will not be required.

## **EXCLUSIONS**

LJB has excluded the following items in our scope of services:

- > R/W plan development
- > Geotechnical investigations
- > Environmental services
- > Cost of permits
- > BMP design

Google Maps Bellbrook





**To:** Mayor & City Council  
**From:** Melissa Dodd, City Manager  
**Date:** August 23, 2019  
**Subject:** August 26<sup>th</sup> Council Meeting & City Manager's Update

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### Council Meeting Agenda Items

- **Mayor's Announcements and Special Guests**
  - David Van Veldhuizen – Oath of Office
  - Tony Cali – Revitalization Organization – Mr. Cali has spearheaded the formation of a community organization after being recommended by our downtown consultant and wishes to update Council on this.
  - High School Cheerleader request – This is the annual request for the cheerleaders to decorate poles in the City with spirit decorations.
- **Public Hearing of Ordinances**
- **Introduction of Ordinances - None**
- **Resolutions**
  - **2019-X Resolution Designating Official Kindness Symbol** – A Bellbrook resident informed me of a movement that began with a Florida kindergarten class to create a universal symbol for kindness. Communities are adopting resolutions and proclamations designating this symbol as the official symbol of kindness in their community. As far as we know, we would be the first in Ohio to do this.
  - **2019-Y Resolution Authorizing the City Manager to Sign Agreement with City of Xenia for Prosecution Services** – This is an updated agreement with the City of Xenia to utilize their resources for prosecution. We have had a previous agreement in place that expired in April. We are currently month to month until this contract is executed.
  - **2019-Z Resolution Authorizing the City Manager to Approve Participatory Legislation for ODOT for Franklin Street Path Project** – This is standard legislation that needs to be completed in order for the project to start. This project will be fully coordinated through ODOT.
  - **2019-AA A Resolution Authorizing the City Manager to Enter into an Agreement with LJB, Inc. for Preliminary Design Services for Franklin Street Bridge** – This is an agreement with LJB, Inc. for preliminary engineering for the Franklin Street bridge

project. I wish to continue use of their services for this project as they developed the initial design idea for the application.

- **Old Business**

- **New Business**

- **Little Sugarcreek Road Options** – LJB, Inc has completed the study of the road and are presenting their findings and options for immediate and long term solutions.
- **Rick Clemens Lot Request** – One lot in Highview Terrace is currently in the City's jurisdictional boundaries and the request is being made for the lot to be annexed to the township. Full details are in the packet. This is just an initial discussion as this has not been proposed or occurred before in the City.
- **Deputy Mayor Selection** – Now that we are up to a full Council and without a deputy mayor, one will need to be selected and voted in.
- **Standing Committee Designation** – This is a review of standing committees since there have been changes in the composition of Council.
- **Clerk of Council Suggestions** – Pam will be presenting a few items which we have discussed for Council input.

- **Other Items of Interest**

- **Kindness Symbol Downtown** – Once the idea of adopting the kindness symbol came to me this past Thursday, the next morning at the For Bellbrook By Bellbrook meeting it was suggested it be painted on the blank canvas garage door downtown. Community members gathered to paint the symbol on the door so it was ready for the festival and parade. We hope it is a welcome addition to downtown!
- **Downtown Recommendations** – I have been working on compiling a task list of all downtown recommendations for tracking purposes internally. There has been much momentum in this area. I plan to give an update at a future meeting for Council feedback and discussion.
- **Information Technology Upgrades** – We have completed a number of scheduled projects related to our IT upgrades. We have our new phones and phone system up and running. We have replaced all workstations that were scheduled for upgrade. We still have 3 projects in process but hope to have them completed by year's end. All has gone smoothly so far in bringing us up to current standards.
- **New Custodian** – We have hired Terri Hackley as the City's new custodian. Terri also works in the same capacity for the City of Xenia. We are glad to have her on board!

**From:** [Jeff Green](#)  
**To:** [Pamela Timmons](#)  
**Subject:** FW: HVT - Lot 3D  
**Date:** Thursday, August 22, 2019 3:30:09 PM  
**Attachments:** [Highview Prelim Lot 3D 7 16 19.pdf](#)

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**From:** Rick Clemens [mailto:[rick@clemenscompanies.com](mailto:rick@clemenscompanies.com)]  
**Sent:** Tuesday, July 30, 2019 1:53 PM  
**To:** Jeff Green  
**Subject:** Fwd: HVT - Lot 3D

Jeff, this is a request to have this 4.9 acre property removed from the city of Bellbrook. It's is high lighted in Red. Currently there is only approx 2 acres that is in Bellbrook. Due to the steep grade the plan is to be position the house so it will be located half on Bellbrook and half on Sugarcreek so the driveway will switchback to prevent such a steep driveway. This lot will be purchased from my Son Chad Clemens and the house will be similiar to the houses being constructed in Highview. Please call me if you have any questions 937-545-3232 Thanks!

Thanks Rick Clemens





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Greene County Regional Planning Commission	Dona Seger-Lawson	Darryl McGill
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