

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 20-160-8/24 – Budget Amendments
- 20-161-8/24 – State Bid, Purchase Dodge Durango – Building Dept.
- 20-162-8/24 – Expenditure Over \$15,000 – Job Creation Grant – Friction Products
- 20-163-8/24 – Expenditure Over \$15,000 – Job Creation Grant – Progressive Medina LLC
- 20-164-8/24 – Grant Application, Ohio EPA – Electric Vehicle Charging Stations
- 20-165-8/24 – State Bid, Purchase (2) Police Cruisers from Lebanon Ford
- 20-166-8/24 – Trade-in (2) Police Vehicles, Lebanon Ford
- 20-167-8/24 – 2020 City Auction
- 20-168-8/24 – Interurban Building Improvement Agreement – Medina Community Design
- 20-169-8/24 – Revocable Use Permit – Medina Brew Company, Wall Sign
- 20-170-8/24 – Discussion – MCRC Full-Time 32 Hour Work Week
- 20-171-8/24 – Agreement – Spring Grove Cemetery Drainage Improvement
- 20-172-8/24 – Bids, W. Liberty Storm Sewer Improvement, Parking Deck Detention
- 20-173-8/24 – LPA Project Agreement w/ ODOT – W. Smith Phase 4
- 20-173-8/24 – W. Smith Road, Phase 4 Design Services Agreement

8/24/20

RCA 20-160-8/24
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

Type (Check one)	Administrative Finance Committee Council	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	#	2020- <u>015</u>
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From Account #	To Account #	Amount	Transfer	Unappropriated Funds
106-0102-50111		6,782.00		
106-0102-50112		2,346.00		
106-0102-50114		2,272.00		
106-0102-50115		187.00		
106-0102-50116		15,934.00		
106-0102-50117		3,690.00		
106-0102-50118		7,595.00		
106-0102-51121		19,095.00		
106-0102-51124		752.00		
106-0102-51126		829.00		
106-0102-51131		13,675.00		
106-0102-52211		10,498.00		
106-0102-52212		7,084.00		
106-0102-52213		10,229.00		
106-0102-52215		31,273.00		
106-0102-52226		15,990.00		
106-0102-53311		9,954.00		
106-0102-53313		4,250.00		
106-0102-53315		6,755.00		
106-0102-53321		3,152.00		
106-0103-51125		1,142.00		
106-0103-51131		30,421.00		
106-0103-52211		4,000.00		
106-0103-52213		4,000.00		
106-0190-50111		25,830.00		
106-0190-51121		3,025.00		
140-0640-50111		593.00		
140-0641-50111		593.00		
140-0642-50111		593.00		
140-0643-50111		593.00		
140-0644-50111		593.00		
388-0714-54413		19,500.00		

Explanation:
Reductions to current year/carryforward from 6/24 Budget Hearing

Department Head: Date:

Council/Comm Action Approved:
 Denied:
 Ret for explanation
 Ret to use existing Ord. #

Clerk of Council
 Date

Routing: Email to: kpatton@medinaoh.org
Finance@medinaoh.org

RECEIPT DATE 8-5-2020 No. 680339

RECEIVED FROM CLEVELAND AREA MOUNTAIN BIKING ASSOC. \$ 2,000.00

TWO THOUSAND 00/100 DOLLARS

FOR RENT
 FOR DONATION

ACCOUNT	<u>PNC</u>	<input type="radio"/> CASH
PAYMENT	<u>#000000</u>	<input checked="" type="radio"/> CHECK
BAL. DUE	<u>7242</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM _____ TO _____

BY JANIS KASCH 3-11

ACCOUNT: **PAYMENT** \$2,000.00

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

VOID VOID VOID VOID VOID

CLEVELAND AREA MOUNTAIN BIKING ASSOC
 1329 BARLOW RD
 HUDSON, OH 44236-3714

MEMO: ATTN: Jansen Wehrley

0000007242
 August 04, 2020

PNC BANK, OHIO
 1184 0832 EPY 07 0751 1/1 36997010.2 00162379

Pay TWO THOUSAND AND 00/100 DOLLARS

TO THE ORDER OF
 CITY OF MEDINA
 785 E WASHINGTON ST
 MEDINA, OH 44256-3324

00162379
 P107

\$ *****2,000.00

VOID After 180 DAYS.
 Signature On File
 This check has been authorized
 by your depositor

⑈007242⑈ ⑈041000⑈ ⑈24⑈ ⑈4263⑈ ⑈249⑈ ⑈19⑈

*OK
Do it amended
7-24-2020*

REQUEST FOR COUNCIL ACTION

No. RCA 20-161-8/24

FROM: Dan Gladish, Chief Building Official

Committee: Finance

DATE: July 15, 2020

SUBJECT: Vehicle Purchase for Building and Property Maintenance - Permits and Inspection Department.

SUMMARY AND BACKGROUND:

Respectfully request authorization by Council:

To purchase through the "State of Ohio Cooperative Purchasing Program" (State Bid #TB0084) from "Fred Martin Superstore", a 2020 or 2021 (depending on model year timing) "Dodge Durango AWD Mid-Size SUV" for the "Building and Property Maintenance - Permits and Inspection Department".

As previously and currently approved in the 5-Year budget process plan for future vehicle replacements. There currently is \$53,260.00 in the vehicle purchase carry forward fund and \$14,000.00 in the 2020 budget plan for vehicle replacement – Totaling \$67,260.00

Estimated Cost: 2020 Vehicle bid - \$26,900.00 - if a 2021 Vehicle – add \$2,000.00 - Dealer cannot quote the exact cost difference from 2020 to 2021. To be safe, not to exceed price of \$28,900.00

Suggested Funding:

- Sufficient funds in Account No. 001-0430-54417
- Transfer needed from Account No. N/A
- To Account No. N/A
- NEW APPROPRIATION needed in Account No. N/A

Emergency Clause Requested: No

COUNCIL USE ONLY:

Committee Action Recommendations:

Ord./Res.

Council Action Taken:

Date:

FRED MARTIN SUPERSTORE
 3195 BARBER RD
 NORTON, OH 442031011

Configuration Preview

Date Printed: 2020-07-14 12:04 PM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 00WL6 City of Medina OH
 FAN 2:
 Client Code:
 Bid Number: TB0084
 PO Number:

Sold to: Ship to:
 FRED MARTIN SUPERSTORE (26453) FRED MARTIN SUPERSTORE (26453)
 3195 BARBER RD 3195 BARBER RD
 NORTON, OH 442031011 NORTON, OH 442031011

Vehicle: 2020 SXT AWD (WDEL75)

	Sales Code	Description	MSRP(USD)
Model:	WDEL75	SXT AWD	33,095
Package:	2BA	Customer Preferred Package 2BA	0
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LM1	Daytime Running Headlamps Low Beam	40
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB0084	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 34,630

Order-Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Salesperson:
 Customer Name:
 Customer Address: USA

Instructions:

FLEET DISCOUNT - 6,900
FRED MARTIN DISCOUNT - 1,115
\$26,615

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

RETAIL BUYERS
WORKSHEET

Used
Cars &
Trucks

Fred Martin

FRED MARTIN SUPERSTORE
3195 Barber Road, Barberton, OH 44203
330-753-4444 fredmartinsuperstore.com

DEAL NO. _____

DATE 7/14/2020

BUYER City Of Medina HOME PHONE (330)441-8035 WORK PHONE _____

ADDRESS 132 North Elmwood CITY Medina STATE OH ZIP 44256

COUNTY Medina SALES ASSOCIATE Jeff Dowdall EMAIL ADDRESS dgladish@medinaoh.org

I hereby agree to purchase the vehicle described below from Dealer under the terms and conditions specified. Delivery is to be made on July 14 Year, 2020 or upon receipt by Dealer if on order.

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK SPORT UTILITY DEMONSTRATOR FACTORY OFFICIAL CAR RENTAL VEHICLE AS FOLLOWS:

Stock #	Year 2020	Make Dodge	Model Durango	Body Style 4d SUV AWD SXT	
Color	Interior		Serial Number		
ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS <u>0</u> MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW. <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.	NEGATIVE EQUITY: I am aware the balance owed on my trade-in/lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <u>N/A</u> of negative equity be included in the cash price of the vehicle.		CASH PRICE OF VEHICLE	\$ 26,615.00	
			ACCESSORIES	\$ N/A	
CONTROL #	TRADE-IN DESCRIPTION:		CASH PRICE (INCLUDING ACCESSORIES)	\$ 26,615.00	
Year	Make	Model	DOCUMENTARY SERVICE CHARGE	\$ + 250.00	
Body Style	Mileage	Stock #	SERVICE CONTRACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ N/A	
Serial #	UNDERSTAND THAT THE DEALER HAS AGREED TO PAY THE SUM OF \$ <u>N/A</u> , THE BALANCE OWED TO _____ TO SATISFY ITS LIEN ON MY TRADE-IN VEHICLE. I WARRANT THAT THERE ARE NO OTHER LIENS OR ENCUMBRANCES EXCEPT AS LISTED IN THIS AGREEMENT AND THAT I HAVE THE RIGHT TO SELL THE VEHICLE TO THE DEALER. I FURTHER AGREE THAT IF THE ACTUAL AMOUNT OF THE BALANCE OWED ON THE TRADE-IN VEHICLE IS GREATER THAN THE AMOUNT OF THE BALANCE OWED AS LISTED ABOVE, I WILL PAY THE DIFFERENCE TO THE DEALER AND, IF THE ACTUAL AMOUNT OF THE BALANCE OWED IS LESS THAN THE AMOUNT LISTED, THE DEALER WILL PAY THE DIFFERENCE TO ME.		SUBTOTAL	\$ 26,865.00	
I have read and understand the Jury Waiver provision on the reverse side of this Agreement and the separate Agreement to Arbitrate which is incorporated by reference into this Agreement.				OHIO SALES TAX AT 0.00 %	\$ N/A
REMARKS: SEE ATTACHMENTS				TITLE/FILING FEES	\$ + 35.00
				TOTAL CASH PRICE	\$ 26,900.00
				TRADE-IN ALLOWANCE	\$ N/A
				LESS: PAYOFF - Any amount over is purchaser's responsibility	\$ N/A
				EQUITY TRADE-IN	\$ N/A
				CASH DEPOSIT/CREDIT	\$ N/A R#
				CASH ON DELIVERY	\$ N/A R#
				REBATE	\$ N/A
				TOTAL DOWN PAYMENT	\$ N/A
				UNPAID BALANCE OF CASH PRICE	\$ 26,900.00
DOCUMENTARY SERVICE CHARGE: This fee is charged to compensate the Dealership for providing administrative and documentary services and for costs incurred in carrying out the requirements of applicable federal and state laws.		DEALER ASSISTED FINANCING: If we assist you to obtain financing for the transaction, we may receive a fee or other compensation from the lender.			

SIGNED: _____ DATE 7/14/2020
ACCEPTED BY PURCHASER _____ DATE _____

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

OK
 Do Harvey
 7-27-2020
 RCA 20-162-8/24
 Finance Only

Date: 7/27/2020

Department: ECONOMIC DEVELOPMENT

Amount: NTE \$18,750.06

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 001-0749-56630

Vendor: FRICION PRODUCTS

Department head/Authorized signature: Kimberly Marshall

Item/Description:

JOB CREATION GRANT PAYMENT FOR TAX YEAR 2019

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

**Job Creation Grant Carlisle Brake & Friction
For Tax Years 2019**

Projected New Payroll	\$ 3,000,010.00	\$ -
Actual new Payroll	\$ 6,631,225.13	\$ -
Percentage	221.04%	#DIV/0!
Maximum basis	125.00%	125.00%
Base Payroll	\$ 3,750,012.50	#DIV/0!
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 46,875.16	#DIV/0!
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 18,750.06	#DIV/0!

RCA 20-163-8/24

Finance Only

OK
8-10-2020

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 8/7/2020

Department: Economic Development

Amount: \$15,443.00

B.O.C. Approval Date: _____

(Finance Use Only)

Account Number: 001-0749-56630

Vendor: Progressive Medina, LLC

Department head/Authorized signature: Kimberly Marshall

Item/Description:

Job Creation Grant Payment for 2019 Tax Year

GRANT # JCG06-PROGRESSIVE11

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

**Job Creation Grant 06 - Progressive Medina, LLC
For Tax Years 2019**

Projected New Payroll	\$ 2,800,000.00	\$	-
Actual new Payroll	\$ 3,088,614.40	\$	-
Percentage	110.31%		#DIV/0!
Maximum basis	125.00%		125.00%
Base Payroll	\$ 3,088,614.40		#DIV/0!
W/H Tax Rate	1.25%		1.25%
Payroll W/H Tax*	\$ 38,607.68		
Max Per Agreement	40.00%		40.00%
Reduction			0.00%
Grant	40.00%		40.00%
Amt of Grant	\$ 15,443.07	\$	-

Motion To Approve:

Second:

All in Favor:

REQUEST FOR COUNCIL ACTION

*OK
for H committee
8-5-2020*

NO. RCA 20-164-8/24

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: August 5, 2020

SUBJECT: Application for grant assistance with the Ohio Environmental Protection Agency (Ohio EPA) for Electric Vehicle Charging Stations (EVCS) for the City Hall Parking Deck

This request is for Council's authorization to submit a grant application with the Ohio EPA for Electric Vehicle Charging Stations (EVCS) for the City Hall Parking Deck.

As noted in the attached application information, the grant provides the lesser of \$15,000 per dual port networked Level 2 charger or up to 100% of eligible project costs. We have installed the infrastructure to support four (4) dual port chargers (eight (8) charging locations total). The City is responsible for costs in excess of this amount.

The grant application is due September 30, 2020. Grant awards are tentatively scheduled to be announced on January 15, 2021.

Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to enter into an agreement with the Ohio EPA to accept the grant.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for any costs in excess of the maximum grant amount (see above).

SUGGESTED FUNDING: If applicable, TPD

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: The grant is due September 30, 2020. Assuming this request is discussed at Finance Committee at their August 24, 2020 meeting, it will be considered at Council at their September 14, 2020 meeting. We request to waive the 30 day period before the ordinance goes into effect so that we can submit the application prior to the deadline.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



Diesel Mitigation Trust Fund (DMTF)

Level 2 Electric Vehicle Charging Station Grant Request for Applications July 1, 2020

The State of Ohio Environmental Protection Agency (Ohio EPA) invites applicants for grants to install Level 2 Electric Vehicle Charging Stations in 26 priority counties in Ohio. This program is supported with funds from Ohio's allocation under the Volkswagen Mitigation Trust Fund.

Ohio EPA
Office of Environmental Education
50 W. Town St. Suite 700
Columbus, OH 43215
(614) 644-2873
Email: evcharging@epa.ohio.gov
Website: <http://epa.ohio.gov/oee/#131365122-vw-mitigation-grants>

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SECTION 1: REQUEST FOR APPLICATIONS (RFA) OVERVIEW

1.1 RFA Timetable

- Release of RFA: July 1, 2020
- **Ohio EPA Webinar 1 for applicants** (no registration required) July 9, 2020, 2:00 p.m.
- **Ohio EPA Webinar 2 for applicants** (no registration required) July 14, 2020, 10:00 a.m.
- Application Deadline September 30, 2020 at 3:00 p.m.
- Grant Awards announced (tentative) January 15, 2021

Ohio EPA reserves the right to adjust the dates listed above, for whatever reasons it deems appropriate.

1.2 Program Background

The Ohio Environmental Protection Agency (Ohio EPA) invites applications for grants under its Diesel Mitigation Trust Fund (DMTF) program to help fund the installation of publicly available Level 2 Electric Vehicle (EV) charging stations in **26 Ohio priority counties**.

The purpose of this part of the DMTF program is to increase the availability and public awareness of charging stations. This, in turn, should help increase EV adoption and reduce petroleum-based fuel consumption by vehicles, thereby, mitigating nitrogen oxides and decreasing particulate matter and greenhouse gas emissions in Ohio.

Grants will be funded with dollars allocated to Ohio from the Volkswagen (VW) Mitigation Trust Fund, as part of a court-ordered settlement to offset the excess air pollution emitted by some VW vehicles that violated the Clean Air Act. Because these are considered public dollars, these funds are dedicated to supporting **publicly available** locations. Consequently, charging primarily for residents of individual homes or multi-unit dwellings, or employees at workplaces is not eligible for funding under this program.

This current offering is for **Level 2 charging stations only**. A separate funding will be made available in early 2021 for DC Fast Charging stations. The total funding under this Level 2 competitive grant offering is approximately \$3,250,000 of which \$250,000 is set aside for public charging in certain Ohio state parks and other state government facilities. Of the remaining funds, \$115,000 is allocated for sites in each of the 26 eligible counties as follows:

For chargers located on **Government Owned Property**, Ohio EPA will provide the lesser of:

- \$7,500 per single port networked Level 2 charger or up to 100% of eligible project costs
- \$15,000 per dual port networked Level 2 charger or up to 100% of eligible project costs

For chargers located on **Non-Government Owned Property**, Ohio EPA will provide the lesser of:

- \$7,500 per single port networked Level 2 charger or up to 80% of eligible project costs
- \$15,000 per dual port networked Level 2 charger or up to 80% of eligible project costs

Where the 20% match is required, eligible options include cash, loans, other grants, or capital assets dedicated to the project. The costs of site preparation and equipment installation are also eligible for consideration as local match provided a clear itemized quote is included. Grants will be awarded based on the eligibility and selection criteria listed in Sections 3 through 5 of this RFA. Applicants are strongly encouraged to provide a match greater than the minimum required, to improve the competitiveness of their applications.

Under this program, Ohio EPA reserves the right to:

- Extend application deadlines to accommodate more applications,
- Request additional information after the deadline to assist in the review process,
- Negotiate with applicants to modify the project scope, level of funding, or both.
- Make full, partial or no grant awards to an applicant, and
- Reallocate unspent funds from one county to another based on demand.

Recipients of a grant for charging stations under this program are required to operate and maintain the chargers for a minimum of **5 years** from the date the chargers are first put into service. Recipients will also be required to submit semiannual usage reports to Ohio EPA for the first five years from the date the chargers are first put into service. The grant agreement will stipulate that failure to do so will result in the recipient paying back the grant award amount.

Applications are due in the form of a pdf file via email to evcharging@epa.ohio.gov no later than **3:00 PM on September 30, 2020**.

1.3 Program Contacts and Questions about this RFA

Questions or requests for clarification about this program may be submitted in writing via email to alauddin.alauddin@epa.ohio.gov or carolyn.watkins@epa.ohio.gov. If the question or request for clarification pertains to a specific section of this guidance document, please reference the section and page number. A list of written questions and answers will be available for review at <https://epa.ohio.gov/oe/#131365122-vw-mitigation-grants>. Ohio EPA reserves the right to amend this RFA at any time by addendum. If the addendum is issued after the closing date for receipt of applications, Ohio EPA may, in its sole discretion, allow applicants to amend their project applications in response to the addendum, if necessary.

SECTION 2: GENERAL REQUIREMENTS FOR ALL APPLICANTS

2.1 Fund Reimbursement Policy

This is a reimbursement program and applicants must provide their own funding to cover expenses as they are incurred. Grant applications must include a demonstration that the applicant can cover the full cost of the project prior to approval of the reimbursement if the grant is awarded. Projects selected for funding will then be reimbursed up to the amount authorized for that project after the awardee submits acceptable documentation to show that eligible expenses have already been paid by the awardee and the equipment has been properly installed and the charging station is in use.

DMTF funds may not be used to reimburse grant recipients for any grant expenses, including equipment purchased, prior to execution of the grant agreement and obtaining Ohio EPA authorization to proceed with the scope of work, as explained in Section 2.2 below. Applicants should plan accordingly for scheduling equipment purchases and installations.

2.2 Contracting Procedures

Ohio EPA must certify to the Trustee of the Volkswagen Mitigation Trust that all vendors were or will be selected in accordance with state contracting laws. Any project-related expenditures, including but not limited to ordering the charging equipment, incurred prior to obtaining this authorization will be ineligible for reimbursement. Entities using one of Ohio Department of Administrative Service's (DAS) Multiple Award Contracts resulting from *Invitation to Bid RS900320/GDC169* will receive a higher priority in the application review process.

2.3 Public Information and Records Retention

Public financing requires transparency and documentation. All applications and supporting documentation submitted become public records. These records will be provided to the VW Mitigation Trust Fund trustee and are subject to public record requests and compliance review by Ohio EPA as the oversight agency. This information is not eligible for trade secret protection under Ohio law. Documentation regarding funded projects, including invoices submitted and approved for reimbursement, will reside in paper and electronic files at Ohio EPA that may be the subject of a public records request or audits.

Further, DMTF grant awardees will be required to maintain all financial and other project related documentation for a period of five years, consistent with the executed Grant Agreement. Applicants should therefore include in the project narrative an explanation of the technology and/or procedures they will use to track and verify the utilization and maintenance of the charging stations for a minimum of five years from the date the charging station is operational.

2.4 Non-Performance

Applicants should develop firm project scopes, schedules, fiscal commitments and partnering agreements prior to applying for a DMTF grant. Ohio EPA will not consider or approve more than one scope change from what was included in the submitted DMTF application.

If Ohio EPA determines that an awardee is not making satisfactory progress implementing the project, Ohio EPA may notify the grant awardee that the grant is being revoked and reallocate the funds to another eligible project applicant.

Progress will be measured against the following milestones:

- Submittal of documentation that purchasing requirements have been completed, and the equipment has been ordered, within **180 days** of execution of the grant agreement between Ohio EPA and the awardee.
- Completion of the project within 24 months of the execution of the grant agreement. On a case by case basis, for extenuating circumstances, Ohio EPA may approve a one-time extension of up to 12 months to extend the total project completion period to a maximum of 36 months.
- Submittal of final invoices for reimbursement of allowed expenses no later than the project period ending date.

SECTION 3: PROGRAM ELIGIBILITY

Below is general guidance on the different eligibility requirements under this program. It is not intended to be a full comprehensive list and Ohio EPA reserves the right to make an eligibility determination on a case-by-case basis. If there is any doubt, applicants are strongly advised to confirm eligibility with the program contacts listed in Section 1.3 prior to applying.

3.1 Eligible Counties

To be eligible for grant funds, the charging stations must be installed in one of the priority counties identified in Ohio's DMTF program and listed below:

First Priority Counties		Second Priority Counties	
Butler	Lake	Ashtabula	Stark
Clermont	Licking	Erie	Trumbull
Cuyahoga	Lorain	Greene	
Delaware	Madison	Lucas	
Fairfield	Medina	Mahoning	
Franklin	Portage	Montgomery	
Geauga	Summit	Ottawa	
Hamilton	Warren	Sandusky	

For purposes of initial scoring and ranking for this grant offering, Ohio EPA will not make a distinction between first and second priority counties. Ohio EPA does reserve the right to, at the time it deems appropriate, reallocate unspent funds from one county to another based on demand.

A map of DMTF Ohio priority counties is also included in Appendix A of this RFA.

3.2 Eligible Sites

Ohio EPA's goal for this grant program is to increase the number of "**publicly available**" electric vehicle charging stations in Ohio. Sites hosting these charging stations may be publicly or privately owned but they should be publicly available to EV owners. For purposes of this grant, except for parks, "publicly available" means available to any member of the public at least **16 hours a day** including prime business or daylight hours. Since the hours that parks are open to the public varies by season, parks are eligible to apply provided the chargers are available to members of the public throughout the hours they are open in each day.

Other examples of eligible sites include publicly available parking facilities facilitating access to government offices, airports and transit centers, shopping centers, libraries, sporting arenas and other recreation facilities.

Examples of ineligible sites include parking facilities that serve tenants of a single landlord or the employees or customers of a single business.

Hospital parking facilities for patients and visitors are eligible, while those for employees only are ineligible.

3.3 Eligible Applicants

Eligible applicants include the following:

1. Incorporated nonprofits as described in section 501(c)(3) of the Federal Internal Revenue Code of 1954, as amended, incorporated under Ohio law or registered with the Ohio Secretary of State.
2. Local, state and federal government entities and political subdivisions.
3. Ohio-based metropolitan planning organizations.
4. Other air quality or transportation organizations located in Ohio that have partnered with or are acting as a project manager for another eligible entity listed in this section.
5. Businesses including corporations, partnerships, sole proprietorships, limited liability companies, business trusts or other legal business entities incorporated in or registered with the Ohio Secretary of State.

Organizations that are ineligible under this program include the following:

1. Applicants that are currently debarred by the State of Ohio and/or federal government.
2. Businesses not incorporated in or registered with the Ohio Secretary of State to do business in Ohio.
3. Individuals.
4. Applicants deemed ineligible by the Ohio EPA due to issues including but not limited to environmental compliance, labor standards, and tax status.

Eligible applicants may submit one grant application that includes multiple locations. However, for each location, the application must include information that meets all the requirements listed under Sections 4 and 5. If submitting more than one charging site location in an application (or multiple applications), the applicant must prioritize sequentially the charging site locations at the time of submission.

3.4 Eligible Costs

Only eligible costs will be reimbursed. Eligible costs are those directly incurred through the procurement, installation and activation of charging stations, including:

1. New Level 2 charging station units and associated equipment.
2. Conduit, signage at the parking spot, bollards, cable/wiring and electrical service box disconnects.
3. Concrete or asphalt addition or replacement.
4. Paint striping and stenciling of the charging station parking spaces.
5. Charging station installation labor (electrical, trenching, etc.).
6. Annual network fees for up to 5 years.
7. Warranty and annual maintenance contract costs for the charging equipment (at least 5 years warranty required)

Ineligible costs include costs that are not directly related to the project. In addition, the following costs, even if they are directly related to the project, are ineligible:

1. Leased equipment.
2. Used, refurbished, or remanufactured equipment.
3. Charging infrastructure installations not accessible to the general public.
4. Purchase, rent, or lease of real estate.
5. Capital costs such as construction of buildings, parking facilities, etc.
6. General maintenance.
7. Any expenses incurred before the grant agreement is fully executed including applicant's expense for preparing the eligibility and cost proposals.
8. Debts, late payment fees, finance charges or contingency funds, interest, and investment management fees.
9. Attorney fees and any administrative costs.
10. Lobbying, lobbyists, and political contributions.
11. Mark-up on purchases and/or subcontracts.
12. Taxes, except sales tax on eligible equipment and expenses.
13. Permit fees and activities addressing permit issues.

14. Activities addressing enforcement actions that involve a financial penalty.
15. Memberships (including subscriptions and dues).
16. Food, refreshments, entertainment, gifts, prizes and decorations.
17. Salaries, merit awards, bonuses, donations and fundraising.
18. Computer(s), tablets, software or mobile communication devices **unless unique to the project and specifically approved by the Ohio EPA as a direct expense.**
19. Paper studies, research projects or surveys including feasibility studies or surveys to determine interest in the installation of electric vehicle charging stations.
20. Proposals for any type of vehicle demonstration or demonstrations of existing technologies for public outreach/education.

SECTION 4: PROGRAM REQUIREMENTS

4.1 Project Site Requirements

Applicants should ensure that proposed project sites:

1. Are publicly visible, accessible and expected to have high utilization.
2. Are on developed, public or private property with facilities available nearby (e.g. shopping centers, fueling stations, restaurants, grocery stores, etc.).
3. Are in a safe, well-lit, convenient location that is safely distanced from traffic circulation and has adequate ingress/egress points.
4. Have a paved or hardscaped parking space(s) that is (are) in compliance with all Americans with Disabilities Act (ADA) requirements. (www.afdc.energy.gov/uploads/publication/WPCC_complyingwithADArequirements_1114.pdf pages 3-4).
5. Comply with all applicable federal, state and local laws, ordinances, regulations, and standards, including local electrical and building codes for EV Charging.
6. Have (or will have as part of this project) adequate electric capacity in place to serve the proposed EV Charging
7. Station(s). Preference will be given to locations that are scalable and can expand the power and number of chargers necessary to accommodate higher utilization rates in the future.
8. Are publicly accessible at least 16 hours a day during prime business or daylight hours (or, in the case of parks, during the entirety of the hours they are open to the public). Preference will be given to locations that do not have limited access or availability (e.g. behind a fence, in a gated parking lot closed to the public after hours, etc.);
9. Have (or will have as part of this project) signage that complies with all applicable local, state, and/or federal laws, ordinances, regulations, and standards. "EV parking only" signs are required on each side of each charging station along with "EV parking only" stenciled graphics on each striped parking pad. Moreover, appropriate signage is available for drivers to locate the charging station from the site entrance.
10. Have (**or will have in place prior to grant award**) a Site Host Agreement that, at a minimum, addresses the following provisions:
 - a. An agreement spanning five (5) years delineating responsible parties for hosting, operating and maintaining the charging station.
 - b. A provision to extend the agreement beyond the initial five (5) year period under mutually agreeable terms.
 - c. A disposition plan for the EV Charging equipment in the event the agreement is terminated.
 - d. A provision regarding the applicant's legal right to own and operate the EV Charging Station(s) at the host site.

4.2 Level 2 Electric Charging Equipment Requirements

The following requirements apply to all charging stations to be funded under this program:

1. Level 2 (240-volt alternating current) charging stations must either have a single Society of Automotive Engineer (SAE) J-1772 standard connection to charge one EV at a time or two SAE J-1772 connectors to charge two EVs at once. Powered by 240-volt alternating current, the station must provide a charge of 6.6 kilowatts (kW) of power to provide up to 100 miles of travel in 3 to 4 hours.
2. All chargers must be networked via an open source, non-proprietary communications protocol. Networking should allow for collection of usage data and, if desired by the site host, electronic payment from station users.
3. All equipment proposed under this grant program must meet UL standards as listed below:
 - a. UL 2202 Electric Vehicle Charging System Equipment
 - b. UL 2594 Electric Vehicle Supply Equipment (AC to DC)
 - c. UL 2231-1 Personal Protection for Electric Vehicle Supply Circuits-Protective Devices for use in Charging Systems.
 - d. UL 2231-2 Personal Protection Systems for Electric Vehicle Supply Circuits-Protective Devices for use in Charging Systems.
 - e. UL 2251 Electric Vehicle Plugs, Receptacles and Couplers.
 - f. UL 2750 Wireless Charging Equipment for Electric Vehicles (if wireless equipment is offered)
4. All equipment must be ADA compliant.
5. All charging station equipment must meet the following minimum requirements for safety testing by a Nationally Recognized Testing Laboratory (NRTL) recognized by the Occupational Safety and Health Administration (OSHA). The equipment must be listed and labeled as required by the National Electrical Code (NEC) section 625.5 and be Federal Communication Commission (FCC) compliant.
6. Electric Vehicle Supply Equipment (EVSE) Enclosure: The EVSE enclosure must be constructed for use outdoors in accordance with UL 50E Standard for Safety for Enclosures for Electrical Equipment, Environmental Considerations, Type 3R exterior enclosure or equivalent.
7. The EVSE must be capable of operating without any decrease in performance over an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 95%.
8. The EVSE must incorporate a cord management system or method to eliminate potential for cable entanglement, user injury, or connector damage from lying on the ground.
9. The charging station units must be covered by a 5-year warranty.

4.3 Project Implementation and Charging Station Operating Requirements

Grant applicants must explain how, as grant recipients, they will ensure:

1. Clear use instructions and customer support contact information. Customer service support must be available by telephone from 6am to 6pm, Monday through Saturday to assist customers with difficulties accessing or operating the equipment
2. Guaranteed availability during hours of operation and an up time of at least 95%.
3. Interoperable, open-source and non-proprietary connectors for charging, payment options and communication between equipment, network and the vehicle.
4. Effective communication to EV drivers when a station is not working (e.g. through an email distribution list, text/app alert, or similar means).
5. Protection from damage to ground and wall-mounted equipment, including protection from vehicle collision (guard posts, wheel stops, curb protection, or wall-mounted barriers).
6. Installation performed in a professional manner in accordance with industry standard best practices and with all state and local government laws and ordinances.
7. Chargers must be registered on the AFDC (afdc.energy.gov/stations/#/station/new) and PlugShare (www.plugshare.com) websites.

If charging for use, the EVSE should also include:

1. Payment options that have multiple point-of-sale methods, such as pay-per-use and subscription methods, and the ability to accept credit and debit cards.
2. Point of sale and supporting network use of an open protocol to allow subscribers of other EV charging networks to access the charging station.
3. Clear, simple, and real-time pricing and fee information displayed on device, payment screen and physical signage that meets the requirements of is O.A.C. 901:6-5-02(H) (see <http://codes.ohio.gov/oac/901:6-5-02v1>).
4. All pay equipment must possess the capabilities to ensure credit card transactions are compliant with the latest PCI and PA-DSS standards. The grantee must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest.

4.4 Reporting Requirements

4.4.1 Semiannual Project Progress Reports

Semiannual progress reports will be due to the Ohio EPA for the period between the grant award and the submittal of the Final Project Completion Report. Since these grants are funded through Ohio's allocation under the Volkswagen Mitigation Trust Fund, Ohio EPA will also summarize these reports to the VW Mitigation Trust Fund trustee. A template for the Semiannual Progress reports will be provided at the time of grant award.

4.4.2 Final Project Completion Report

Upon completion of the project, grant awardees must submit the following documents to Ohio EPA prior to reimbursement of all eligible costs:

1. Final Report.
2. Summary Invoice/Reimbursement Request.
3. Legible copies of all sales/invoices showing the purchase price and amount paid by the applicant for the charging equipment, number of units purchased and serial numbers for the units.
4. Copies of canceled checks or credit card statements as proof of payment for all costs.
5. Digital photograph(s) of the completed charging unit(s).
6. A copy of the installer's written certification that the unit(s) have been installed and are in working order and operating in accordance with local, state and federal codes.
7. Copies of all required permits.
8. Date(s) when installation began, was completed and when the unit(s) became operational.

4.4.2 Semiannual Charging Station Usage Reports

Semiannual Charging Station Usage reports will be due to the Ohio EPA for a period of 5 years beginning when the charging stations are in operation. The reporting information submitted will identify the previous six months of aggregate utilization data.

For each charger funded by this grant, the following information is required:

1. Location: Site name, EVSE ID number, address, city, zip, county
2. Operational uptime (percentage)
3. Number of charge events
4. Number of unique vehicles
5. Average charge time per event (minutes)
6. Average kW per charge event
7. Total kW consumed

For each charging location, the following additional summary information is required for chargers funded by this grant:

1. Total number of Level 2 Chargers
2. Weekly utilization (sessions per week)
3. Average session power (kW)
4. Average charge time per session (hours/session)

A template for the Semiannual Charging Station Usage Reports will be provided at the time of grant award.

SECTION 5: APPLICATION REVIEW AND PROJECT SELECTION CRITERIA

5.1 Grant Application Components

The grant application comprises the four (five for non-Government applicants) components described below. Applicants must complete and submit the forms and supporting documents in their entirety. Applications with incomplete or missing components may be deemed non-responsive and excluded from further consideration.

5.1.1 Project Proposal

The project proposal must include:

1. A detailed statement establishing how program eligibility requirements in Section 3 are being met.
2. A detailed narrative describing the current site use, goals of the proposed project and an implementation plan.
3. Host site name, address and any specific details identifying the designated parking spaces.
4. Contact information of the project representative from the applicant, site host and electric utility.
5. A map generated from the ODOT TIMS system at <https://gis.dot.state.oh.us/tims> showing the road with the highest functional class within 0.25 miles of the proposed site. Instructions are provided in Appendix B.
6. A visual depiction/map showing the proposed site; how it can be accessed, surrounding roads and traffic patterns.
7. A diagram or schematic showing existing and proposed designated EV charging parking space(s), charging equipment, point of sale equipment, electric service to the site and any space(s) available for future expansion. Formal Engineering plans are not required.
8. A letter of commitment from the charging station host site (if different the applicant) expressing the commitment to host the chargers for a minimum of 5 years from when they are first operational.
9. A detailed quote (including a 5-year equipment warranty) as required in 5.1.2 and Appendix D.
10. A 5-year maintenance plan that includes the networking of chargers.
11. A detailed description of how each of the requirements listed in Section 4 is being met.

5.1.2 Project Budget

Applicants must complete and submit the budget form provided in Appendix D itemizing the scope of work and the sources and amounts of all project funds. Please indicate the status of each fund and include supporting documents. Please attach the necessary contract and/or quote for each item.

As a reminder, all project costs must be necessary for and directly connected to the acquisition and installation of the EV charging station and meet the eligible costs requirements in Section 3.4.

5.1.3 Applicant Certification Statement

Applicants must complete and submit the Application Certification Statement form provided in Appendix E acknowledging that Applicant eligibility requirements have been met and committing to complying with program requirements.

5.1.4 Financial Requirements for Non-Government Applicants

Grant funding will be paid out as reimbursement of payments made by the recipients to cover actual costs incurred. Therefore, private sector and non-profit applicants must demonstrate the ability to provide sufficient funding to cover the upfront cost of the project in their application. This can be done by providing current documentation of any one of the following credit ratings:

Credit Agency	Rating
Standard & Poor's	AAA, AA, A or BBB
Dun & Bradstreet Viability	1, 2, 3, 4, or 5
Moody's	Aaa, Aa, A, or Baa
Fitch	AAA, AA, A, or BBB

If this demonstration cannot be made, a non-government applicant must submit a letter from a financial institution documenting they have time deposits (e.g. certificates of deposit), and/or funding available from a line of credit or loan, in an amount at least equal to the cost of the project. The financial institution shall be an entity whose operations are regulated and examined by a U.S. federal or state agency.

5.2 Application Review and Ranking Process

Applications will first be screened for eligibility, completeness and level of effort of the proposal. Ineligible and non-responsive applications will be eliminated from further review.

Due to the competitiveness of the program, not all eligible projects may be selected for funding. DMTF project applications will be evaluated and ranked consistent with the scoring parameters below. Project selection for the DMTF Program will be accomplished by a committee comprised of staff from Ohio EPA and the Ohio Department of Transportation (ODOT), with final project selections approved by the Ohio EPA Director. Decisions of the Director are final. Selected projects must also be submitted to the Trustee for the Volkswagen Mitigation Trust Fund.

Eligible applications will be evaluated and ranked based on the following criteria:

1. **Cost-Effectiveness:** The DMTF funded share of the total project cost described in the application will be divided by the number of chargers installed to determine the cost-effectiveness of the project, in dollars per charger installed. Consequently, applicants are encouraged to provide a strong local match for the project to score better in terms of cost-effectiveness.
2. **Availability:** Charging stations that are accessible to the public for more than the minimum 16 hours per day will be given a higher priority.
3. **Relative Location:** Charging stations that are further away from other existing publicly available chargers will be given a higher priority. Ohio EPA will determine distance from nearest publicly available charger using the tool at <https://afdc.energy.gov/stations/#!/find/nearest>
4. **Traffic:** Charging stations at locations within 0.25 miles of higher functional class roads will be given a higher priority.
5. **Amenities:** Proposals with accessibility and proximity to amenities such as restrooms, food, restaurants, and retail shopping will be given a higher priority.
6. **Multiple chargers:** Proposals with dual port chargers or two or more single port chargers will be given a higher priority.
7. **Scalability/Future Proofing:** Proposals that are scalable and can expand the number of chargers available (to accommodate higher utilization rates in the future) without having to install additional conduit or electrical service capacity will be given a higher priority.
8. **State Term Contract for Public Entities:** Proposals using one of **Ohio Department of Administrative Service's (DAS) Contract Number RS900320** (Electric Vehicle Chargers and Equipment) will be given a higher priority.)
9. **Destination Charging:** Destination charging locations identified in Drive Ohio's "Electric Vehicle Supply Equipment Siting Study" will be given a higher priority.

The committee may also consider the amount of DMTF funding an applicant has already received. The committee will consider an applicant's past performance on projects funded by Ohio EPA. Grant recipients who did not make satisfactory progress implementing those projects in a timely manner will not receive consideration.

SECTION 6: APPENDICES

- Appendix A: Map of DMTF Ohio Priority Counties
- Appendix B: Applicant Project Proposal Template
- Appendix C: Using ODOT TIMS to find Roadway Functional Classification
- Appendix D: Applicant Project Budget Template
- Appendix E: Applicant Certification Statement
- Appendix F: Definitions, Acronyms and Abbreviations

REQUEST FOR COUNCIL ACTION

*ok
Dr. Haney
8-5-2020*

No. RCA 20-165-8/24

Committee Finance

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**

Mayor's Initials:

E. Kinney
(Signature)

Guidelines: See information on back of form

Date: 8/5/20

Subject: Purchase of two Ford Explorer Interceptors from Lebanon Ford

Summary and Background: We ask that council approve the purchase of two 2020 Ford Explorer Police Interceptor's from Lebanon Ford.

2 – 2020 AWD 4DR Police Cruisers @ \$32,023.40 per unit -	\$ 64,046.80
Trade in on two cruisers	<u>-8,000.00</u>
TOTAL REQUEST	\$56,046.80

*Purchase is budgeted. *Lebanon Ford holds a state bid.

Estimated Cost: \$ 56,046.80

Suggested Funding: 106-0101-54417

Sufficient Funds in Account: Yes

Transfer Needed From: To:

New Appropriation Needed: No

Account No:

Emergency Clause Requested: No

No **Yes** If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

Lebanon Ford

VEHICLE PURCHASE CONTRACT AND/OR DEPOSIT RECEIPT

Phone _____

Deal No. _____

Cust. No. _____

770 Columbus Ave Lebanon OH 45036

Date 7/14/2020

Salesperson Richard Supe

Order # Alexia Landers

The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Lebanon Ford

(Seller) the following:

PURCHASER

Name Medina Police Department

Address 150 W Friendship St

City Medina State OH

County _____ Zip Code 44256

Home Phone _____ Bus. Phone _____

Cell Phone (1) 330-726-7777 Cell Phone (2) _____

Email smarcum@medinaoh.org

VEHICLE

NEW DEMO RENTAL UNIT USED

Yr. 2020 Make Ford Stock No. _____

Model Explorer Body Type Police Interceptor

Color Agate Black Top _____ Trim _____

V.I.N. _____

TRADE-IN (1)	PURCHASE
Yr. _____ Make _____	Selling Price <u>32023.4</u>
Model _____	Protection Package _____
Vin # _____	Added Equip. <u>0</u>
Mileage _____	Doc Fee <u>0</u>
Stock # _____	Ext Serv Agrmnt _____

TRADE-IN (2)	
Yr. _____ Make _____	
Model _____	
Vin # _____	
Mileage _____	
Stock # _____	
Combined Allowance <u>0</u>	New License <input type="checkbox"/> <u>0</u>
Deposit <u>0.0</u>	Trans Temp <input type="checkbox"/> _____
Cash Due <u>0</u>	Title <input type="checkbox"/> <u>0</u>
Rebate <u>0</u>	TOTAL PRICE CASH <u>32023.40</u>
TOTAL CREDITS <u>0.0</u>	(0.0)

TERMS AND CONDITIONS

- The odometer of the purchased vehicle currently reads _____ miles and is accurate to the best of Seller's knowledge.
- This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any down payment, deposit, or trade-in vehicle against such damages.
- Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.
- Seller acknowledges receipt of the above deposit and will hold this or a similar vehicle until _____ Deposit is refundable only upon purchase of this or another vehicle from Seller.
- None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.

NEGATIVE EQUITY TRANSFER AGREEMENT

I/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$ 0 OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

Purchaser(s) _____

WARRANTY INFORMATION

THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, Lebanon Ford FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF, IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS.

(If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, THE INFORMATION YOU SEE ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.)

Purchaser(s) _____

TRADE-IN (1)		PURCHASE	
Yr. _____ Make _____	Model _____	Selling Price <u>32023.4</u>	
Vin # _____	Mileage _____	Protection Package _____	
Stock # _____		Added Equip. <u>0</u>	
TRADE-IN (2)		Doc Fee <u>0</u>	
Yr. _____ Make _____	Model _____	Ext Serv Agrmnt _____	
Vin # _____	Mileage _____		
Stock # _____		SUB TOTAL <u>32023.4</u>	
Combined Allowance <u>0</u>	Deposit <u>0.0</u>	Sales Tax <u>0</u>	
Cash Due <u>0</u>	Rebate <u>0</u>	New License <input type="checkbox"/> <u>0</u>	
Rebate <u>0</u>		Trans Temp <input type="checkbox"/> _____	
TOTAL CREDITS <u>0.0</u>		Title <input type="checkbox"/> <u>0</u>	
TRADE-IN BALANCE OWED TO		TOTAL PRICE CASH <u>32023.40</u>	
<input type="checkbox"/> SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's Installment and/or Security Agreement is part of this Vehicle Purchase Contract.		(0.0)	
Initials <u>X</u>			

TRADE-IN PAYOFF	2 Units
BALANCE DUE	64046.80

- FOR OFFICE USE ONLY -

ACV _____ UNPAID BALANCE OF CASH PRICE DUE FROM _____

C. _____

D.F.M. _____

ACCEPTED _____
Lebanon Ford

by _____

_____ DUE BILL is part of this contract
Purchaser of this contract initials

_____ HOLD CHECK purchaser agreement is part of this contract
initials of this contract

medina Police Department
Lt. Scott marcum

LEBANON FORD
COMMERCIAL VEHICLE CENTER

K8A All Wheel Drive POLICE
Official State Bid 2020 Price



- 99W Hybrid Engine Option - \$3,329
- 99C Eco Boost 400 HP Engine - \$3,599
- Ford ESP Premium 5YRS/125,000 - \$3,195
- 65U Interior Upgrade Package - \$389
- 17T Rear Cargo Light - \$49
- 43D Dark Car Lamp - \$25
- 86P Headlamp Prep - Standard
- 86T Tail Lamp Prep - \$59
- 21L Front Auxiliary Warning LEDs - \$533
- 16C 1st/2nd Floor Carpet Cover - \$124
- 68G Rear Door Handles/Locks Inoperable - \$74.00
- 16D Badge Delete - No charge
- 51T Spot LED Lamp Drivers Side (Whelen) - \$405
- 51R Spot Lamp (Unity) - Standard
- 60A Grill Lamp Wire - \$49
- 85R Console Plate - \$44
- 76P Pre Collision Assist - \$145
- 68B Police Perimeter Alarm - \$655
- 55B Blind Spot Monitor - \$528
- 17A Climate Control Aux A/C - \$590
- 59B Key Alike 1284X - \$49
- 59D Key Alike 0135X - \$49
- 59C Key Alike 1294x - \$49
- 59E Key Alike 1435x - \$49
- 59F Key Alike 0576x - \$49
- 59J Key Alike 1111x - \$49
- 59G Key Alike 0151x - \$49
- 65L 18" Wheel Cover - \$59
- 66A Front Headlamp Package - \$866
- 47A Secure Engine Idle - \$250
- 66B Tail Lamp Package - \$595
- 66C Rear Light Package - \$499.00

Delivery:
150 W. Friendship St
medina, Ohio 44256

\$267.40

2 vehicles total

\$32,023.40

x 2

\$64,046.80

LEBANON FORD

COMMERCIAL VEHICLE CENTER

- 76R Reverse Sensing System - \$265
- 63B Side Mirror LEDS - \$280
- 63L Quarter Glass LEDS - \$ 555
- 67V Police Wire Harness Kit Front/Rear - \$180
- 43A Rear Auxiliary Lift gate Lights - \$385
- 60R Noise Sup Bonds - \$97
- 549 Side Heater Mirrors - \$59
- 67H Ford " Ready for the Road Package" - \$3,480
- 67U Ultimate Wiring Package - \$542
- 64E Cast Painted Wheel - \$460
- 52T Class III Trailer Tow Lighting Package - \$79
- Deflector Plate - \$325
- 87R Rear View Camera in Mirror – No Charge
Or : Rear View Camera in Dash – No Charge
- 96W Front Interior Light Bar (LED) - \$1,105
- 96T Rear Spoiler Traffic Light (LED) - \$1,475
- 90D Ballistic Door Panels (Level III+ Driver Front Door) - \$1,535
- 90E Ballistic Door Panels (Level III+ Driver and Passenger Front Doors) - \$3,070
- 90F Ballistic Door Panels (Level IV+ Driver Front Door Only) - \$2,338
- 90G Ballistic Door Panels (Level IV+ Driver and Passenger Door Only) - \$4,675
- 18X 100Watt Sirens/Speakers with Bracket and Pigtail - \$314
- 19V Rear Camera on Demand - \$223
- 52P Hidden Door Lock plungers - \$155
- 18D – Global lock/unlock
- 61B OBD II Sensor - \$54

COLOR OPTIONS:

Medium Brown Met (BU)	_____	Dark Toreador Red Met (JL)	_____	Silver Grey Met (TN)	_____
Arizona Beige Met (E3)	_____	* Iconic Silver Met (JS)	_____	Sterling Gray Met (UJ)	_____
Vermillion Red (E4)	_____	Norsea Blue Met (KR)	_____	Agate Black (UM)	<input checked="" type="checkbox"/>
Blue Met (FT)	_____	Dark Blue (LK)	_____	Medium Titanium Met (YG)	_____
Smokestone Met (HG)	_____	Royal Blue (LM)	_____	Oxford White (YZ)	_____
Kodiak Brown Met (J1)	_____	Light Blue Met (LN)	_____		_____

* New color for this model year.

31,756

REQUEST FOR COUNCIL ACTION

*As Handled
8-5-2020*

No. RCA 20-166-8/24

Committee Finance

From: POLICE DEPARTMENT
Chief Edward R. Kinney
[Signature]
(Signature)

Mayor's Initials: _____

Guidelines: See information on back of form

Date: 8/5/20 *two pt*

Subject: Trade-in *two pt* three (2) police vehicles

Summary and Background: We ask that council approve the trade-in of two police cruisers and accept \$8,000.00 toward the purchase of two replacement police cruisers with Lebanon Ford. (see separate RCA for cruiser purchase)

Unit 105	VIN 1FM5K8AR7FGB12981	2015	120,972 miles	\$4,000
Unit 107	VIN 1FM5K8AR0FGB12983	2015	118,674 miles	\$4,000
				\$8,000

*Value to be credited toward the purchase of two replacement police cruisers.

Estimated Cost: \$ N/A

Suggested Funding: 106-0101-54417

Sufficient Funds in Account: N/A

Transfer Needed From: _____ To: _____

New Appropriation Needed: No

Account No:

Emergency Clause Requested: No

No Yes If yes, reason:

Council Use Only: _____

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

LEBANON FORDTM COMMERCIAL



Trade 105: 2015

1FM5K8AR7FGB12981

MILES: 120,972

Trade amount: \$4,000

Trade 107: 2015

1FM5K8AR0FGB12983

MILES: 118,674

Trade amount: \$4,000

OK
D. H. Howell
8-18-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-167-8/24

FROM: Nino Piccoli, Service Director
DATE: August 18, 2020
SUBJECT: City Auction

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer in use. A complete list of inventory will be submitted to Council for approval.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK
8-18-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-168-8/24

FROM: Jonathan Mendel, Community Development Director *JM*

Committee: Finance

DATE: August 18, 2020

SUBJECT: Interurban Building Improvement Agreement by Medina Community Design Committee

SUMMARY AND BACKGROUND:

The Medina Community Design Community (CDC) offers to privately contract and execute the repainting and minor repair of the City's Interurban Building on the west side of the 200 block of S. Court St.

The CDC's proposed repainting scheme was approved by the Historic Preservation Board (HPB) on August 13, 2020.

As has been required for similar privately funded, contracted and executed improvements on City property (such as Spring Grove Cemetery), City Administration requests an improvement agreement between the City of Medina and the Medina Community Design Committee to outline the explicit terms for responsibility of costs and best practices for a privately funded and executed improvement project on public property.

Find attached:

- Draft Improvement Agreement example from the Spring Grove Cemetery project
- Case H20-07 – HPB approved CDC repainting proposal

Estimated Cost: No Cost – Discussion item only

Suggested Funding:

- Sufficient funds in Account No. N/A
- Transfer needed from Account No. N/A to Account No. N/A

NEW APPROPRIATION needed in Account No. N/A

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Example

SPRING GROVE CEMETERY
DRAINAGE IMPROVEMENT AGREEMENT

This Agreement made this _____ day of _____, 2020, by and between the **CITY OF MEDINA, an Ohio municipal corporation**, 132 North Elmwood Avenue, Medina, Ohio 44256, and **FRIENDS OF THE CEMETERY, an Ohio nonprofit corporation**, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. CEMETERY DRAINAGE IMPROVEMENTS

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of drainage improvements at the Spring Grove Cemetery, which is a property owned and managed by the City of Medina. The scope of the project is defined as follows:

- A. **Spring Grove Cemetery Drainage Improvements**. Attached hereto and incorporated herein are plans and construction estimates for drainage improvements to be completed at the Spring Grove Cemetery, which is a property owned and managed by the City of Medina. The estimated cost of the improvements outlined herein is Twenty-six Thousand One Hundred Seventy-three and 35/100 Dollars (\$26,173.35). The Friends of the Cemetery agree to be responsible for constructing the improvements and paying the cost of the improvements outlined herein in accordance with the documents attached hereto as "Exhibit A." The Friends of the Cemetery agree to hire the contractor who will be completing the drainage improvements. The Friends of the Cemetery agree to be responsible for completing the drainage improvements as set forth in the plans attached hereto. The design and plans for the drainage improvements are on file with the Medina City Engineer and with the Medina Parks Superintendent.

The City of Medina agrees to participate in the project by way of removing monuments/grave markers and removing footers, and reinstalling the monuments/grave markers and footers so that the drainage project may proceed in accordance with the plans outlined herein.

The City of Medina shall not be responsible for the costs associated with Spring Grove Cemetery drainage improvements. Upon completion of the drainage improvements, the Friends of the Cemetery agree to donate the work and the costs of the improvement to the City of Medina, and the City of Medina hereby agrees to accept the donation of the improvements. The City of Medina hereby agrees to

future maintenance of the drainage improvements after acceptance of the work as outlined herein.

Friends of the Cemetery agree to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with the drainage improvements to be completed pursuant to the plans now on file with the Medina City Engineer and the Medina City Parks Superintendent.

ARTICLE 2. TIME OF COMPLETION

The parties hereto agree that the construction work contemplated for the drainage improvements shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the project. The proposed drainage project shall be completed by no later than fifteen (15) months from the date of commencement of the project.

ARTICLE 3. MECHANIC'S LIEN

Any mechanic's lien filed as against the property owned by the City of Medina for work claimed to have been done or materials claimed to have been furnished on the project shall be discharged by the Friends of the Cemetery within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 4. BONDING

The Friends of the Cemetery agree that the contractor hired by the Friends to construct the drainage improvements proposed herein shall provide to the City of Medina and shall, at all times during the project, maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project.

ARTICLE 5. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 6. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the City of Medina and Friends of the Cemetery. Each term and each provision of this Agreement to be performed by the Friends of the Cemetery shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Friends of the Cemetery is not intended to constitute a consent to assignment by

the Friends of the Cemetery, but has reference only to those instances in which the City of Medina may have given written consent to a particular assignment.

ARTICLE 7. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of the City of Medina hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

**CITY OF MEDINA,
an Ohio Municipal Corporation**

By: _____
DENNIS HANWELL
Its: Mayor

**FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation**

By: _____
By: _____
By: _____
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the **CITY OF MEDINA by Dennis Hanwell, its Mayor**, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared **FRIENDS OF THE CEMETERY, by _____, _____**, and _____, **its Trustees**, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

**RESOLUTION
HISTORIC PRESERVATION BOARD
CITY OF MEDINA, OHIO**

August 14, 2020

City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

PROPERTY: 200 Block of S. Court Street

WHEREAS, YOUR APPLICATION WAS DULY PROCESSED AND AFTER APPROPRIATE REVIEW AND STUDY THE BOARD HAS PASSED THE FOLLOWING RESOLUTION:

The Historic Preservation Board at the August 13, 2020 meeting has approved a Certificate of Appropriateness for façade painting of the Interurban ticket house in the 200 block of S. Court Street, Medina, Ohio.

Sincerely,



Jonathan Mendel
Community Development Director



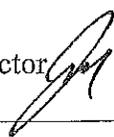
MEETING DATE: 8/13/20

**HISTORIC PRESERVATION
BOARD**

**Case No. H20-07
S. Court Street
Medina Interurban Building**



CITY of MEDINA
Historic Preservation Board
August 13, 2020

Case No: H20-07
Address: 200 block of S. Court St.
Applicant: City of Medina
Subject: Certificate of Appropriateness -- Façade painting
Zoning: C-2 Central Business District
Submitted by: Jonathan Mendel, Community Development Director 

Project Introduction:

The Medina Community Design Committee and Main Street Medina is privately funding and executing a repaint and minor repair project for the Interurban ticket house located on the west side of the 200 block of S. Court St and owned by the City of Medina.

The proposed colors are:

- Siding – Rookwood Antique Gold
- Trim – Rookwood Dark Green
- Window Sash – Rookwood Dark Red
- Front and Back Door – Rookwood Shutter Green

Please find attached to this report:

1. Façade rendering and color samples dated August 6, 2020
2. Existing conditions photograph

Section 145 Historic Preservation Board

Section 145.07(a) states the intent of the Guidelines is to preserve and restore the features which establish a building's architectural character while making alterations and renovations necessary for the efficient and contemporary use of the building. The historic materials, features and/or craftsmanship are important in defining the building character and should be retained, protected, and repaired when possible. When the preservation of architectural features is not possible, alterations should be done in a manner respectful of the existing character, but done in a manner that is representative of architectural design and construction of contemporary times.

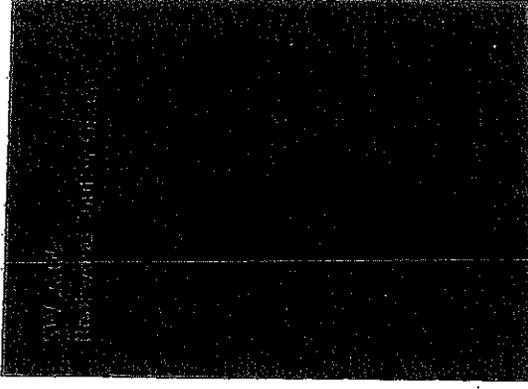
Staff Comments:

The proposed paint scheme will provide more diversity to the façade elements and extenuate the façade detailing while also maintaining its unity. This paint scheme design is appropriate to the subject building and complimentary to the immediate vicinity and the District.

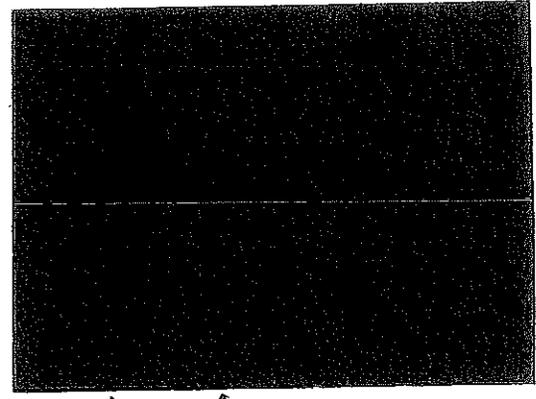
Staff Recommendation:

Staff recommends that the Historic Preservation Board grant a Certificate of Appropriateness for the proposed painting and minor repair to the Interurban ticket house.

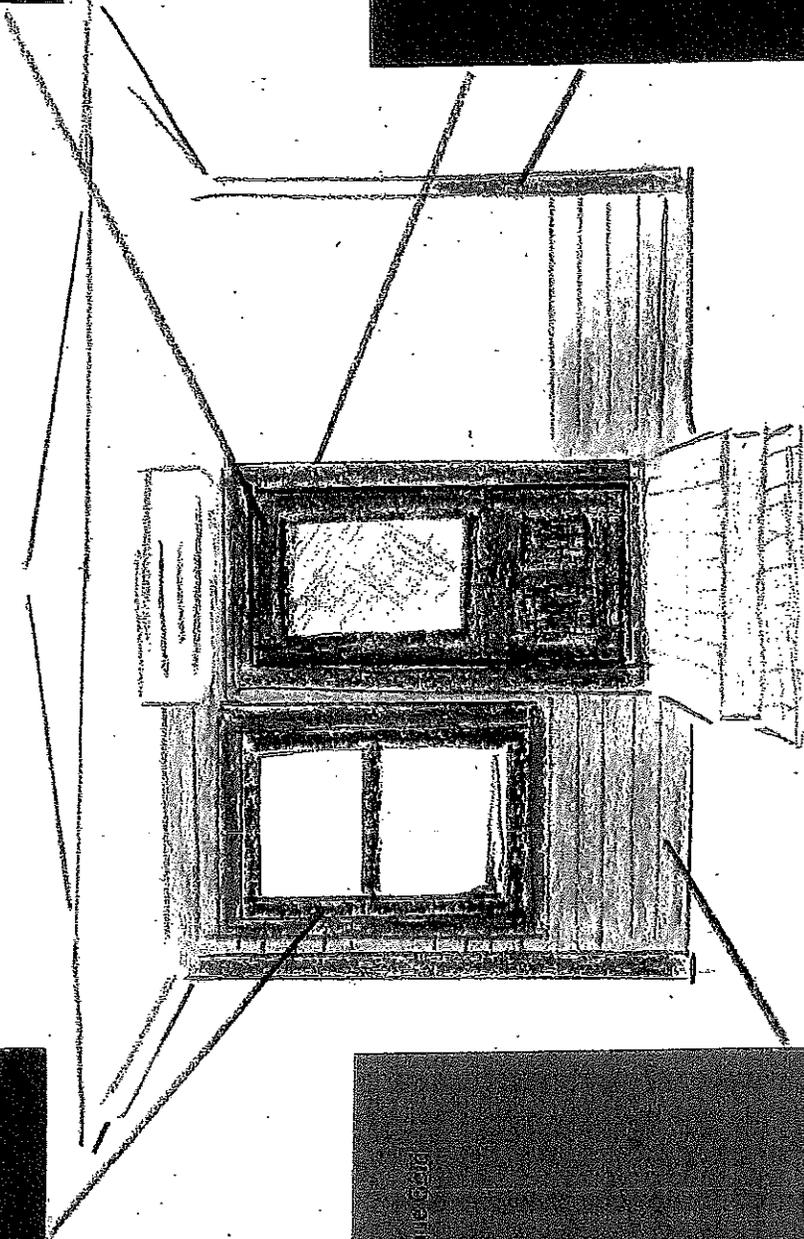
**Rookwood Shutter Green
on Front and Back Door**



**Rookwood Dark Red
on Window Sash**

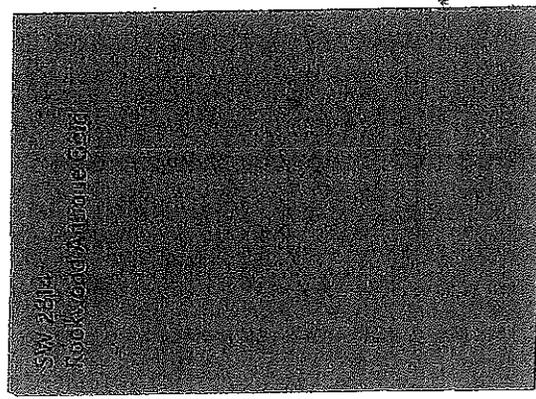


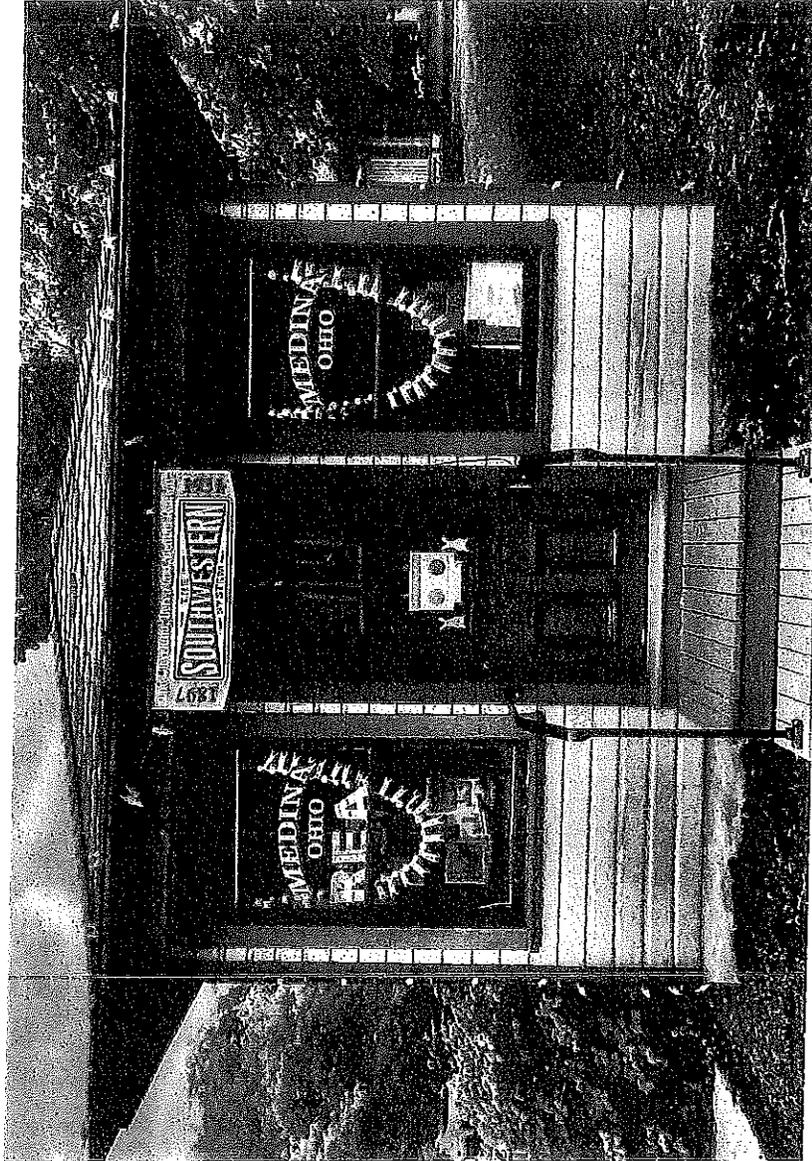
**Rookwood Dark Green
on Trim**



rec'd 8/5/20 fm.

**Rookwood Antique Gold
on Siding**





AUG 06 2020

Attachment A
Heritage Ohio Main Street Grant Program

RY.

Partner coversheet must be completed for all project partners

Partner Applicant: Medina Community Design Ctte

Contact Person/Title: Michele Nichols, President

Mailing Address: Po Box 1528

City: Medina Zip code: 44258 County: Medina

Email: michelenichols@gmail.com Phone: 330 461 3894

Project Coordinator: Michele Nichols

Project Address: South Court St.

City: Medina Zip code: 44260 County: Medina

Email: michelenichols@gmail.com Phone: 330 461 3894

Identify the general parameters of the project. You may be asked to submit additional plans and specifications. Project reimbursement payments made at completion of project with evidence of matching funds expended. Remember to take before and after photographs. We recommend local Main Street Board members not be partners to avoid a Conflict of Interest.

exterior paint and repairs to historic interurban station

All construction projects will comply with the Secretary of the Interiors Guidelines for Rehabilitation.

Upon signing this request, I am certifying that applicant is not in violation of any state or federal law or municipal ordinances as of this date. No money is due and payable to any municipal, county state or US government agency or department, nor does the applicant have liens or potential liens which could jeopardize the completion of this project.

Michele Nichols
Signature of Partner Applicant

Medina Community Design Chairman
Title

X 8-3-2020
Date



Heritage Ohio Main Street Grant Program Request for Reimbursement

Instructions

Complete this form in its entirety to request reimbursement for your Heritage Ohio Main Street Grant Program project.

Project Information

Main Street Community: Main Street ~~Wooster~~ Medina

Project: Interurban exterior paint & repair

Date of Completion:

Amount Requested:

REC'D
AUG 06 2020

BY:

Payment Information

Name of Payee: Medina Community Design Ctr

Address: PO Box 1528

City: Medina

State: OH

Zip: 44256

Michael Nichols
Property Owner Signature

Michele L. Nichols
Printed Name

Date

[Signature]
Executive Director Signature

Matt Wiederhold
Printed Name

Date

Attachment B Grant Budget Summary

Match Funds			
Project Costs	HOMSP Grant	Cash Match	Total
Professional Service Fees: (please specify)			
Subtotal:			
Contractor Costs: (please specify)			
Labor	1225	1225	2450
Materials	175	175	350
Subtotal:			
Other Costs (please specify)			
Subtotal:	1400	1400	
Total OMSP Grant Funds			
Total Cash Match	1400		2800
		1400	

*Detailed line item budgets are encouraged.

n b m Interiors

330.721.8530

07.25.20

ESTIMATE INTERURBAN (EXTERIOR) PAINTING *

- HAND WASH / SCRUB W/ SOFT BRUSH
- REMOVE & RE-HANG HOLIDAY LIGHTS
- SCRAPE & SAND ALL AREAS
- REPAIR AS NEEDED / ESPECIALLY WINDOW FRAMES / GLAZE AS NEEDED
- CAULK
- STOT PRIME AS NEEDED (BARE WOOD)
- PAINT EXTERIOR SIDING (1) COAT
- REPAIR SOFFIT AND FASCIA / PAINT (1) COAT
- PAINT WINDOWS & DOORS (1) COAT
- MISC

* SUBJECT TO AMOUNT OF REPAIR WORK NEEDED
AND BASED ON (1) COAT ONLY (DOORS & WINDOWS
MAY REQUIRE (2) COATS)

2450
350

2800

LABOR MINIMUM 70.0 HOURS @ 350 = 24500

80.0 HOURS @ 350 = 28000

MATERIALS: 300⁰⁰ - 3500

OK
Dr. Harney
8-18-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-169.8/24

FROM: Jonathan Mendel, Community Development Director *JM*

Committee: Finance

DATE: August 18, 2020

SUBJECT: Revocable Use Permit for Medina Brew Company projecting wall sign

SUMMARY AND BACKGROUND:

Beacon Farmers Exchange LLC requests a revocable use permit to place a projecting wall sign for the Medina Brew Company business above the S. Court Street public right-of-way along the west building façade of 320 S. Court Street. Medina Brew Company has opened a brewery tavern in the lower level of 320 S. Court Street. The tenant space is accessible from the west side of the subject building.

This proposed sign is just part of the overall sign plan by the property owner (Beacon Farmers Exchange LLC) had for the complex. The BZA approved a variance for all of the projecting wall signs proposed for this side of the building, which permitted all three projecting wall signs be located above the one story portion of the building's west façade. The approval also permitted two signs over the one story portion and one sign hung over the S. Court Street public right-of-way, provided a revocable use permit was approved by City Council.

Find attached:

- Requester's narrative, aerial photo and sign plans
- Draft Revocable use permit

Law Director Gregory Huber and City Engineer Patrick Patton have reviewed the proposed case and are satisfied.

Estimated Cost: No Cost – Discussion item only

Suggested Funding:

- Sufficient funds in Account No. N/A
- Transfer needed from Account No. N/A to Account No. N/A

NEW APPROPRIATION needed in Account No. N/A

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Requester's
narrative, aerial
photo and sign plans

July 31, 2020

Medina City Council
132 N. Elmwood Ave.
Medina, OH 44256

To Whom It May Concern:

Please review and approve our request for a revocable use permit to install our sign on the front of the Farmers Exchange building, 320 S. Court St., Medina, OH 44256. The sign will extend 6' 8" out over the public sidewalk. There will be 11' of clearance between the bottom of the sign and the sidewalk. The double sided illuminated oval sign cabinet will be mounted to a 2" square tubular steel arm bolted to the building. See site plan and elevation drawing. We hope to provide the new Medina Brewing Company with adequate visibility. They are located in the basement of the building and their entrances are at the side and rear of the building. The visibility of this sign will help to ensure the success of the new Medina business.

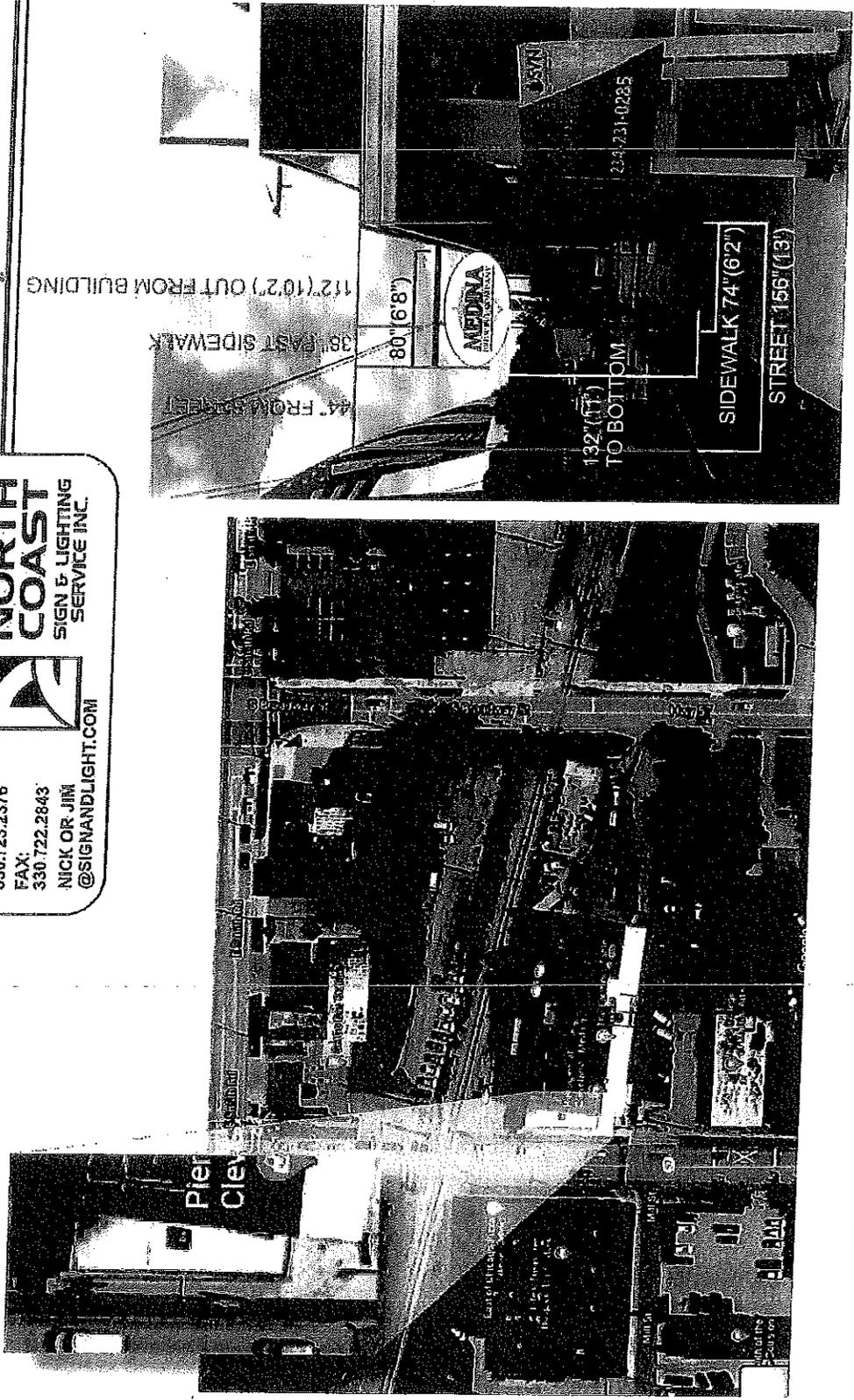
Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Stahl".

PHONE: 330.723.2376
 FAX: 330.722.2843
 NICK OR JIM
 @SIGNANDLIGHT.COM



NORTH COAST
 SIGN & LIGHTING
 SERVICE INC.



JOB: - MEDINA BREWING
 ADDRESS: - 410 S COURT ST MEDINA
 CONTACT: -
 PHONE: -
 FAX: -
 EMAIL: -
 DATE: - 11 JUNE 2020

NOTES: - 12" DEEP HANGING SIGN
 FORMED CABINETS, POLYCARB FACES
 VINYL GRAPHICS AND NEON ACCENTS.

ALL DRAWINGS ARE THE PROPERTY OF
 NORTH COAST SIGN & LIGHTING
 SERVICES INC. AND ARE TO BE USED
 FOR CONCEPTUAL PURPOSES ONLY
 UNTIL SIGNED AND DATED BY PROJECT
 MANAGER AND CUSTOMER. ANY OTHER
 USE IS PROHIBITED.

CUSTOMER APPROVAL SIGNATURE: _____
 LANDLORD APPROVAL SIGNATURE: _____

BZA decision
resolution and
sign plan

RESOLUTION
BOARD OF ZONING APPEALS

August 9, 2019

Beacon Farmers Exchange LLC
3457 Granger Road
Akron, Ohio 44333

PROPERTY: 320 S. Court

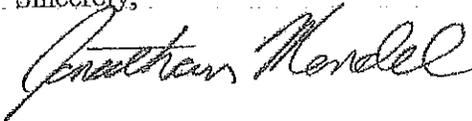
CASE NO: Z19-14

WHEREAS, YOUR APPLICATION WAS DULY PROCESSED AND AFTER APPROPRIATE REVIEW AND STUDY THE BOARD HAS PASSED THE FOLLOWING RESOLUTION:

The Board of Zoning Appeals at the August 8, 2019 meeting approved a variance request to Section 1147.14(d) of the Planning and Zoning Code to allow three 26.67 sq. ft. projecting signs in the configuration with the one sign over the public right of way and the remaining two signs on the existing pole on the west façade as submitted when projecting signs are not permitted based on the finding that it does not adversely impact the character or appearance of the building or neighborhood and it is consistent with the general spirit and intent of the ordinance. The approval is subject to the following:

If the revocable use permit is not approved by City Council for the sign hanging over the right of way, the sign can be moved into a different configuration with the other two signs over the private property.

Sincerely,



Jonathan Mendel
Community Development Director



PHONE: 330.723.2376
 FAX: 330.722.2843
 NICK OR JIM
 @SIGNANDLIGHT.COM

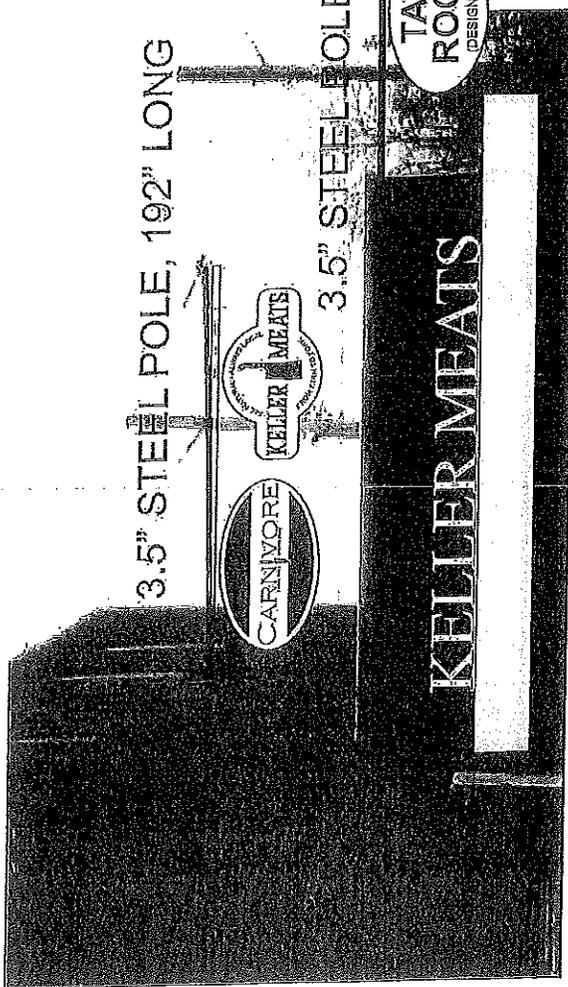


NORTH COAST
 SIGN & LIGHTING
 SERVICE INC.

48x80" = 33.89'SQ.

3.5" STEEL POLE, 192" LONG

3.5" STEEL POLE, 114" LONG



80" (6'8")

TAP ROOM
 (DESIGN TBD)

48" (4')

80" (6'8")

CARNIVORE
 LOCAL FINE MEATS, OND

48" (4')

TAP ROOM
 (DESIGN TBD)

ALL NATURAL • ALWAYS LOCAL
KELLER MEATS
 FROM FARM TO FORK

48" (4')

80" (6'8")

JOB: - FARMERS EXCHANGE MARKET
 ADDRESS: - 410 S COURT ST MEDINA
 CONTACT: -
 PHONE: -
 FAX: -
 EMAIL: -
 DATE: - 24 JULY 2019

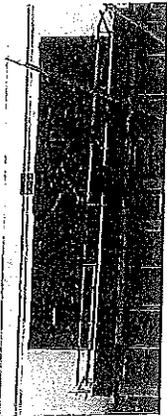
NOTES: - 12" DEEP HANGING SIGNS
 FORMED CABINETS, POLYCARB FACES
 VINYL GRAPHICS AND NEON ACCENTS,

ALL DRAWINGS ARE THE PROPERTY OF
 NORTH COAST SIGN & LIGHTING
 SERVICES INC. AND ARE TO BE USED
 FOR CONCEPTUAL PURPOSES ONLY.
 UNTIL SIGNED AND DATED BY PROJECT
 MANAGER AND CUSTOMER. ANY OTHER
 USE IS PROHIBITED.

CUSTOMER APPROVAL SIGNATURE: _____

LANDLORD APPROVAL SIGNATURE: _____

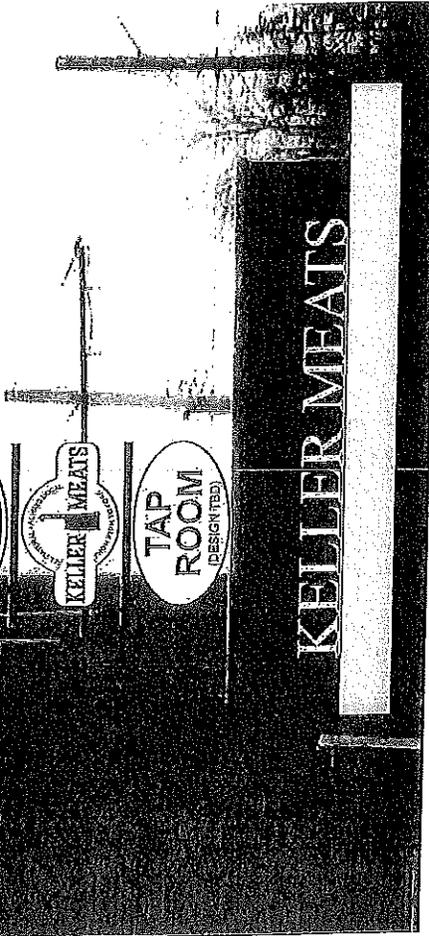
TO AVOID WINDOW, POLE(S) WOULD HAVE TO BE MOVED OFF CENTER IF THEY WERE TO BE RAISED TO ALLOW 3RD SIGN.



48x80" = 33.89'SQ.

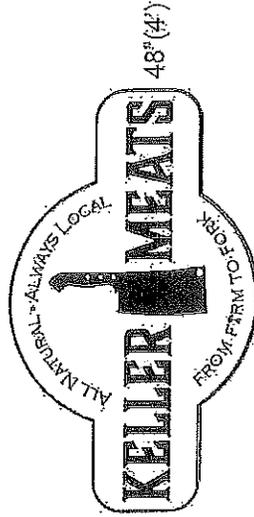
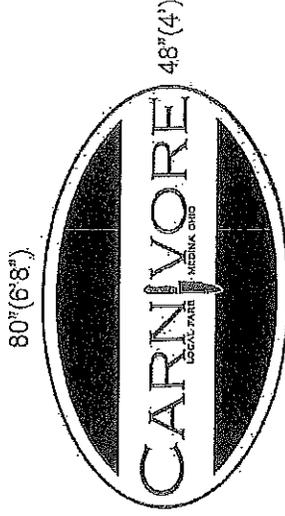
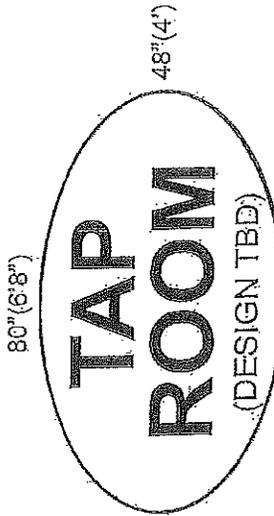


4 3.5" STEEL POLES, 90" LONG



PHONE: 330.723.2376
 FAX: 330.722.2843
 NICK OR JIM
 @SIGNANDLIGHT.COM

NORTH COAST
 SIGN & LIGHTING
 SERVICE INC.



JOB: FARMERS EXCHANGE MARKET
 ADDRESS: - 470 S COURT ST MEDINA
 CONTACT: -
 PHONE: -
 FAX: -
 EMAIL: -
 DATE: - 24 JULY 2019

NOTES: - 12" DEEP HANGING SIGNS.
 FORMED CABINETS, POLYCARB FACES
 VINYL GRAPHICS AND NEON ACCENTS.

ALL DRAWINGS ARE THE PROPERTY OF NORTH COAST SIGN & LIGHTING SERVICES, INC. AND ARE TO BE USED FOR CONCEPTUAL PURPOSES ONLY UNTIL SIGNED AND DATED BY PROJECT MANAGER AND CUSTOMER. ANY OTHER USE IS PROHIBITED.

CUSTOMER APPROVAL SIGNATURE: _____
 LANDLORD APPROVAL SIGNATURE: _____

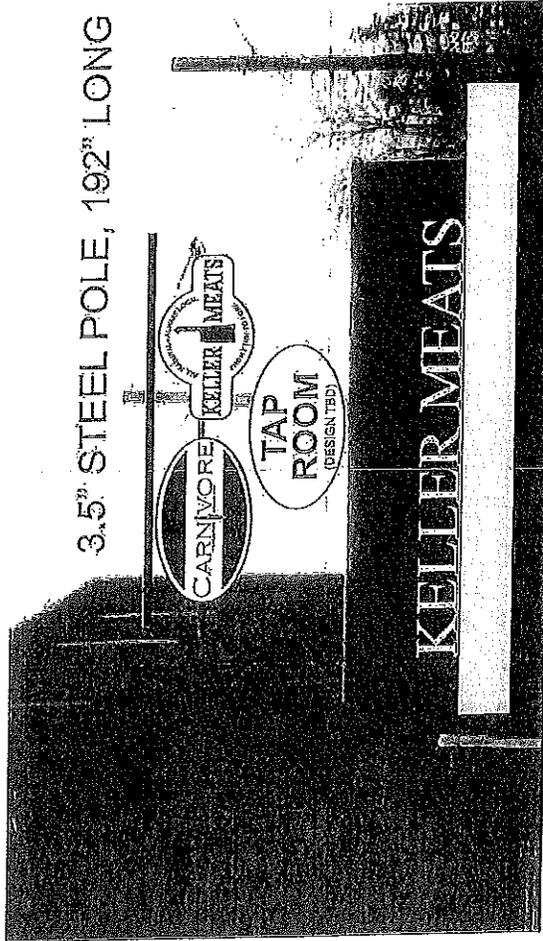
NORTH COAST
SIGN & LIGHTING
SERVICE INC.



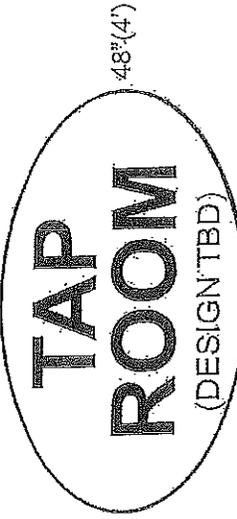
PHONE: 330.723.2376
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@SIGNANDLIGHT.COM

48x80" = 33.89'SQ.

3.5" STEEL POLE, 192" LONG

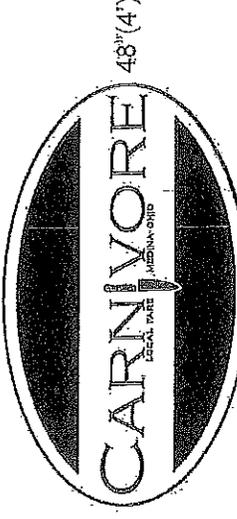


80" (6'8")



48" (4')

80" (6'8")



48" (4')



48" (4')

80" (6'8")

JOB: - FARMERS EXCHANGE MARKET
ADDRESS: - 410 S COURT ST MEDINA
CONTACT: -
PHONE: -
FAX: -
EMAIL: -
DATE: -24-JULY-2019

NOTES: - 12" DEEP HANGING SIGNS
FORMED CABINETS, POLY CARB FACES
VINYL GRAPHICS AND NEON ACCENTS.

ALL DRAWINGS ARE THE PROPERTY OF
NORTH COAST SIGN & LIGHTING
SERVICES INC. AND ARE TO BE USED
FOR CONCEPTUAL PURPOSES ONLY.
UNTIL SIGNED AND DATED BY PROJECT
MANAGER AND CUSTOMER. ANY OTHER
USE IS PROHIBITED.

CUSTOMER APPROVAL SIGNATURE: _____
LANDLORD APPROVAL SIGNATURE: _____

DRAFT

REVOCABLE USE PERMIT

Permission is hereby granted to **Beacon Farmers Exchange LLC** (“**Permittee**”) to use or occupy air space over the South Court Street public right-of-way located adjacent to the west of the **Permittee’s** leased property at 320 S. Court Street (Permanent Parcel # 028-19D-01-119) with a business identification sign. The area of encroachment and sign plans are shown on the attached exhibits.

The granting of this permit shall not be construed as an abridgement or waiver of any rights which the **City of Medina** has in exercising its jurisdictional powers and this permit shall be binding upon the **City of Medina** and the **Permittee**, his/her/its heirs, successors and assigns.

The City of Medina, for any reason and at any time, may order removal of the encroachments that are the subject of this use permit. If for any reason the **City of Medina** or its duly authorized representative deems it necessary to order the removal, reconstruction, relocation or repair of the encroachments, it shall be promptly undertaken at the sole expense of **Beacon Farmers Exchange LLC**. Failure on the part of the **Permittee** to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the **City of Medina** deems necessary, and the City may remove the encroachment at the **Permittee’s** sole expense. The **Permittee** agrees to indemnify and hold the **City of Medina** harmless from any claims by any person for personal injury or damages allegedly arising from the existence or maintenance of the encroachment.

No alterations may be made to the encroachments except that the **Permittee** may perform such routine maintenance as is required to keep the encroachment in good condition as determined necessary by the Permittee or the City of Medina. If the encroachments are removed or destroyed, no new facilities shall be permitted to encroach on the public right-of-way of North Broadway Street without the express, written consent of the **City of Medina**. The encroachments for which this permit is issued shall be subject to all permits required by the **City of Medina**. Plans for the intended encroachments is attached to and incorporated into this permit.

Any requests relative to these encroachments shall be made in writing to the following:

Law Director
City of Medina
132 North Elmwood
P.O. Box 703
Medina, OH 44258

DRAFT

Dated at Medina, Ohio, this _____ day of _____, 2020,

CITY OF MEDINA

By: _____
DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said county and state, personally appeared the above-named, City of Medina, by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same to be the voluntary act of said City and her voluntary act individually and as such officer.

IN TESTIMONY WHEREOF, I have set my hand and official seal this _____ day of _____, 2020, at Medina, Ohio.

NOTARY PUBLIC

Accepted this _____ day of _____, 2020.

By: _____
BEACON FARMERS EXCHANGE LLC
OWNER – 320 S. COURT STREET

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said county and state, personally appeared the above-named, City of Medina, by a representative of Beacon Famers Exchange LLC, who executed the foregoing instrument in my presence and acknowledged the same to be the voluntary act of said City and her voluntary act individually and as such officer.

DRAFT

IN TESTIMONY WHEREOF, I have set my hand and official seal this _____ day of _____, 2020, at Medina, Ohio.

NOTARY PUBLIC

OK
8-12-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-170-8/24

FROM: Medina Community Recreation Center

Committee: Finance

DATE: 08-24-2020

SUBJECT: Discussion for Full Time 32 hour work week

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to discuss the MCRC changing to a 32 hour work week for Full Time staff in order to cut expenses for 2020-2021. This would also help with the requested 10% cut Council required for the 2021 budget.

This would require a change to the Salaries & Benefits code of the 40 hour work week and add a section for the MCRC to go to 32 hours. (on a temporary basis)

Attached is an estimate from the Finance Department on savings for this year alone of \$25,425.28 if implemented by August 30th and it would save more than \$85K for 2021.

Estimated Cost:

Suggested Funding:

sufficient funds in Account No.

- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: **Yes, if approved**

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Mike Wright

From: Elizabeth Brown
Sent: Thursday, August 6, 2020 4:58 PM
To: Mike Wright; Keith Dirham; Lori Bowers
Cc: Laureen Wilson
Subject: RE: work week

Hi Mike,

Thanks for your patience. Here are the savings you would see if you change your full timers to 32 hours per week, from work date August 30 through work date December 19 (16 weeks). Normally, the end of the year would be work date December 5, but payroll has to be funded prior to the January 1 pay day, which will be 2020 money.

- Steve Frantz – 8 hrs x \$26.24 = \$209.92, 0.0145 matching Medicare = \$3.04, 14% OPERS contribution = \$29.39
TOTAL SAVINGS PER WEEK = \$242.35
TOTAL SAVINGS FOR 2020 = \$3877.60
- Kurt Gehring – 8 hrs x \$27.55 = \$220.40, 0.0145 matching Medicare = \$3.20, 14% OPERS contribution = \$30.86
TOTAL SAVINGS PER WEEK = \$254.46
TOTAL SAVINGS FOR 2020 = \$4071.36
- Michelle Kwiatkowski – 8 hrs x \$30.38 = \$243.04, 0.0145 matching Medicare = \$3.52, 14% OPERS contribution = \$34.03
TOTAL SAVINGS PER WEEK = \$280.59
TOTAL SAVINGS FOR 2020 = \$4489.44
- Christy Moats – 8 hrs x \$28.93 = \$231.44, 0.0145 matching Medicare = \$3.36, 14% OPERS contribution = \$32.40
TOTAL SAVINGS PER WEEK = \$267.20
TOTAL SAVINGS FOR 2020 = \$4275.20
- Steve Rhein – 8 hrs x \$24.99 = \$199.92, 0.0145 matching Medicare = \$2.90, 14% OPERS contribution = \$27.99
TOTAL SAVINGS PER WEEK = \$230.81
TOTAL SAVINGS FOR 2020 = \$3692.96
- Mike Wright – 8 hrs x \$33.9611 = \$271.69, 0.0145 matching Medicare = \$3.94, 14% OPERS contribution = \$38.04
TOTAL SAVINGS PER WEEK = \$313.67
TOTAL SAVINGS FOR 2020 = \$5018.72

TOTAL SAVINGS FOR 2020 = \$25,425.28

Please let me know if you need any other information.

Thanks,
Elizabeth

OK
Jansen Wehrley
8-18-2020

REQUEST FOR COUNCIL ACTION

No. REA 20-171-8/24

FROM: Jansen Wehrley

Committee: Finance

DATE: August 18, 2020

SUBJECT: Spring Grove Cemetery Drainage Improvement Agreement

SUMMARY AND BACKGROUND:

The Parks Department respectfully request Council's authorization to enter into an agreement with the Friends of the Cemetery (FOC), a 501(c)(3) non-profit corporation for Cemetery Drainage Improvements at Spring Grove.

The Friends of the Cemetery have engaged the civil engineering firm of Cunningham and Associates, Incorporated to examine the site conditions, survey, prepare drawings, specifications, and cost estimates for this project. As specified in the agreement the FOC are planning to bid this project and enter into contract with a construction company of their choice. Upon the completion of construction, they would like the City to accept this improvement as a gift.

Please see attached Spring Grove Cemetery Drainage Improvement Agreement, drawings, and cost estimate.

****Pending law directors final approval****

Engineers estimated project amount: \$26,173.35

Estimated Cost: N/A

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

SPRING GROVE CEMETERY
DRAINAGE IMPROVEMENT AGREEMENT

This Agreement made this _____ day of _____, 2020, by and between the **CITY OF MEDINA, an Ohio municipal corporation**, 132 North Elmwood Avenue, Medina, Ohio 44256, and **FRIENDS OF THE CEMETERY, an Ohio nonprofit corporation**, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. CEMETERY DRAINAGE IMPROVEMENTS

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of drainage improvements at the Spring Grove Cemetery, which is a property owned and managed by the City of Medina. The scope of the project is defined as follows:

- A. **Spring Grove Cemetery Drainage Improvements.** Attached hereto and incorporated herein are plans and construction estimates for drainage improvements to be completed at the Spring Grove Cemetery ("Improvements"). The estimated cost of the Improvements outlined herein is Twenty-six Thousand One Hundred Seventy-three and 35/100 Dollars (\$26,173.35). The Friends of the Cemetery agrees to be responsible for constructing the Improvements and paying the cost of the Improvements outlined herein in accordance with the documents attached hereto as "Exhibit A." The Friends of the Cemetery agrees to hire the contractor who will be completing the Improvements. The Friends of the Cemetery agrees to be responsible for completing the Improvements as set forth in the plans attached hereto. The design and plans for the Improvements are on file with the Medina City Engineer and with the Medina Parks Director/Superintendent.

The City of Medina agrees to participate in the project by way of removing monuments/grave markers and footers, and reinstalling the monuments/ grave markers and footers so that the drainage project may proceed in accordance with the plans outlined herein.

The City of Medina shall not be responsible for the costs associated with Spring Grove Cemetery Improvements. Upon completion of the Improvements, the Friends of the Cemetery agrees to donate the Improvements to the City of Medina, and the City of Medina hereby agrees to accept the donation of the Improvements. The City of Medina hereby agrees to provide, at its cost, all future maintenance of the Improvements after acceptance of the work as outlined herein.

Friends of the Cemetery agrees to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with the construction of the Improvements to be completed pursuant to the plans now on file with the Medina City Engineer and the Medina Parks Director/Superintendent.

ARTICLE 2. TIME OF COMPLETION

The parties hereto agree that the construction work contemplated for the Improvements shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the project. The proposed drainage project shall be completed by no later than fifteen (15) months from the date of commencement of the project.

ARTICLE 3. MECHANIC'S LIEN

Any mechanic's lien filed against the property owned by the City of Medina for work claimed to have been done or materials claimed to have been furnished on the project shall be discharged by the Friends of the Cemetery within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 4. BONDING

The Friends of the Cemetery agrees that the contractor hired by the Friends of the Cemetery to construct the Improvements proposed herein shall provide to the City of Medina and shall, at all times during the project, maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project and such approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 5. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 6. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the City of Medina and Friends of the Cemetery. Each term and each provision of this Agreement to be performed by the Friends of the Cemetery shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Friends of the Cemetery is not intended to constitute a consent to assignment by the Friends of the Cemetery, but has reference only to those instances in which the City of Medina may have given written consent to a particular assignment.

ARTICLE 7. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of the City of Medina hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

Remainder of this page intentionally left blank

[Signature Page to Spring Grove Drainage Improvement Agreement]

Signed and acknowledged by the parties hereto the day and year first above written.

**CITY OF MEDINA,
an Ohio Municipal Corporation**

By: _____
Name: Dennis Hanwell
Its: Mayor

**FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation**

By: _____
Name: Teresa Merkle
Title: President

STATE OF OHIO)
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by **Dennis Hanwell, Mayor of the City of Medina**, an Ohio municipal corporation on behalf of the municipal corporation.

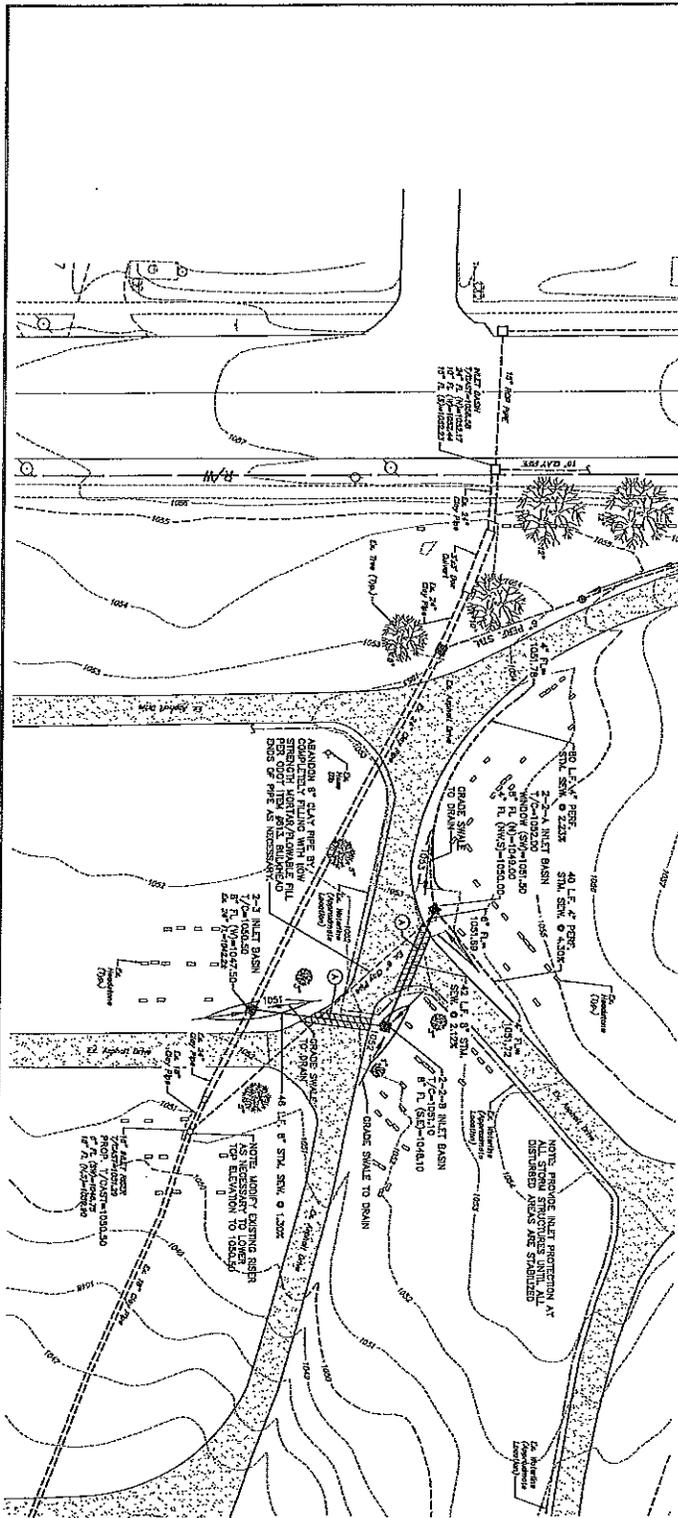
NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by **Teresa Merkle, President of Friends of the Cemetery**, an Ohio nonprofit corporation, on behalf of the corporation.

NOTARY PUBLIC

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070



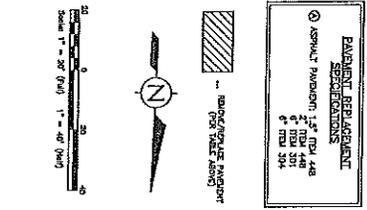
1070									
1065									
1060									
1055									
1050									
1045									
1040									
	-0+25	0+00	0+50	1+00	1+50	1+87.51			
		1053.78		1053.24		1052.73		1051.84	1049.15

2-2-A INLET BASIN
 1/2" (N)-1045.00
 4" FL (SW)-1050.00
 4" FL (S)-1050.00
 WINDOW (SW)-1051.50

2-2-B INLET BASIN
 1/2" (N)-1048.10
 4" FL (S)-1048.10
 WINDOW (SW)-1049.10

2-3 INLET BASIN
 1/2" (N)-1050.00
 4" FL (W)-1047.00
 WINDOW (SW)-1047.00

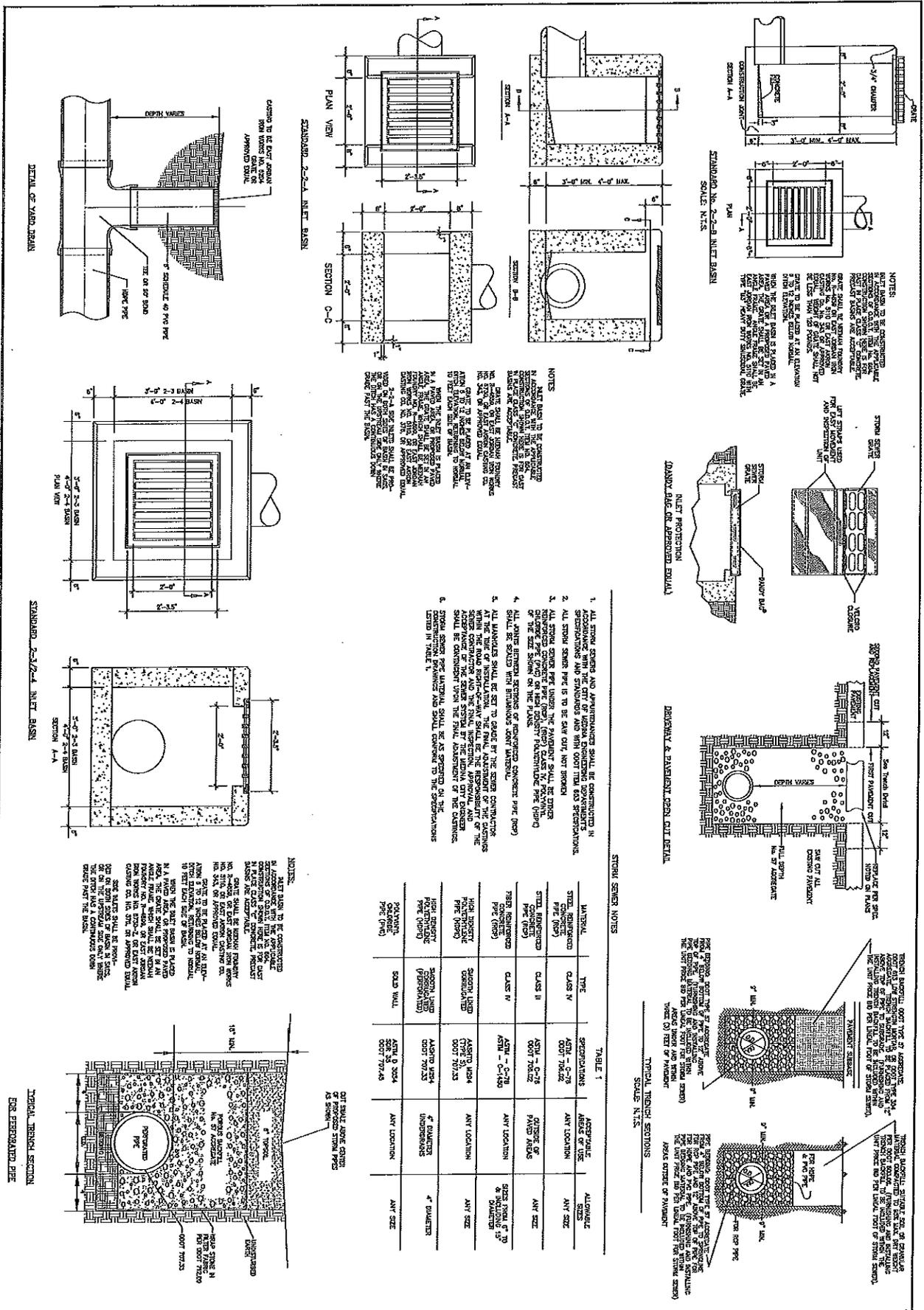
NOTE: CONNECTION TO R.I.S.A. STORM DEPTH IS SHOWN HIGHER TO CLARIFY EXISTING 24" STORM DEPTHS WHICH ARE DELETED.



SEWERAGE CONNECTION FROM EXISTING MANHOLE NE. CORNER EAST PROPERTY WASHINGTON STREET ELEVATION = 1048.51

PAVEMENT REPAIRMENT SPECIFICATIONS
 ASPHALT PAVEMENT, 1" TOP 48% 1" 48% 4" 30% 4" 30%

<p>3 5</p>	<p>SHEET TITLE:</p> <p>PLAN & PROFILE</p>	<p>SPRING GROVE CEMETERY DRAINAGE IMPROVEMENTS</p> <p>CITY OF MEDINA LOCATED IN COUNTY OF MEDINA</p> <p>CUNNINGHAM & ASSOCIATES, INC. CIVIL ENGINEERING and SURVEYING 204 W. LIBRARY ST., MEDINA, OHIO 44130 330-723-3700</p>	<table border="1"> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	REVISIONS			DATE	DESCRIPTION	BY						
	REVISIONS														
DATE	DESCRIPTION	BY													
<p>DATE PLOTTED: 7/29/20</p> <p>PROJECT NO: 19105</p> <p>DRAWN BY: JAC</p> <p>CHECKED BY: JAC</p> <p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 19105</p> <p>SHEET NO: 3 OF 5</p>	<p>DATE: 7/29/20</p> <p>SCALE: AS SHOWN</p>	<p>DATE: 7/29/20</p> <p>SCALE: AS SHOWN</p>												



- STORM SEWER NOTES**
1. ALL STORM SEWERS AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MEDINA ENGINEERING DEPARTMENT'S SPECIFICATIONS AND STANDARDS AND WITH ODOT TBM 603 SPECIFICATIONS.
 2. ALL STORM SEWER PIPE IS TO BE SAW CUT, NOT BROKEN.
 3. ALL STORM SEWER PIPE UNDER THE PAVEMENT SHALL BE EITHER CLASS II STEEL REINFORCED CONCRETE PIPE (SRCP) OR CLASS III CAST IRON PIPE (CIP) WITH A MINIMUM WALL THICKNESS OF 3.0 INCHES.
 4. ALL JUNCTIONS BETWEEN SECTIONS OF IMPROVED CONCRETE PIPE (SRCP) SHALL BE SOLED WITH STRUCTURED JOINT MATERIAL.
 5. ALL MANHOLES SHALL BE SET TO GRADE BY THE SEWER CONTRACTOR WITHIN THE ROAD RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE SEWER CONTRACTOR AND THE FINAL INSPECTION, APPROVAL AND SIGNATURE OF THE CITY ENGINEER SHALL BE THE RESPONSIBILITY OF THE CITY ENGINEER. THE FINAL, ABANDONMENT OF THE CHANGES SHALL BE COMPLETED UPON THE FINAL ABANDONMENT OF THE CHANGES.
 6. STORM SEWER PIPE MATERIAL SHALL BE AS SPECIFIED IN THE SPECIFICATIONS AND SHALL CONFORM TO THE SPECIFICATIONS.

TABLE 1

MATERIAL	TYPE	SPECIFICATIONS	ACCEPTABLE AGENCIES OF USE	ALLOWABLE SIZES
STEEL REINFORCED CONCRETE PIPE (SRCP)	CLASS IV	ASPH - C-75 ODOT 7022	ANY LOCATION	ANY SIZE
STEEL REINFORCED CONCRETE PIPE (SRCP)	CLASS II	ASPH - C-75 ODOT 7022	OUTSIDE OF PAVED AREAS	ANY SIZE
CAST IRON PIPE (CIP)	CLASS IV	ASPH - C-75 ODOT 7023	ANY LOCATION	SIZES FROM 18" TO 30" DIAMETER
HIGH DENSITY POLYETHYLENE PIPE (HDPE)	STURDY LINED DRAINAGE	ASPH 1024 ODOT 7023	ANY LOCATION	ANY SIZE
HIGH DENSITY POLYETHYLENE PIPE (HDPE)	STURDY LINED DRAINAGE	ASPH 1024 ODOT 7023	UNDERBASES	ANY SIZE
POLYBUTYLENE PIPE (PBT)	SOLID WALL	ASPH 1024 ODOT 7024	ANY LOCATION	ANY SIZE

MISCELLANEOUS DETAILS		SPRING GROVE CEMETERY DRAINAGE IMPROVEMENTS	
CITY OF MEDINA		COUNTY OF MEDINA	
CUNNINGHAM & ASSOCIATES, INC.			
CIVIL ENGINEERING and SURVEYING			
205 W. LIBERTY ST., MEDINA, OHIO 44130 330-723-5500			
DATE: 04/02/20	DESIGNER: J. W. MOSELEY	CHECKED: J. W. MOSELEY	SCALE: AS SHOWN
DATE: 04/02/20	DESIGNER: J. W. MOSELEY	CHECKED: J. W. MOSELEY	SCALE: AS SHOWN
DATE: 04/02/20	DESIGNER: J. W. MOSELEY	CHECKED: J. W. MOSELEY	SCALE: AS SHOWN



Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

December 19, 2019
Revised June 30, 2020

Friends of the Cemetery
775 E. Washington
Medina, OH 44256

Attention: Teresa Merkle

Re: Spring Grove Cemetery - Drainage Improvements
City of Medina, Medina County, Ohio

Ladies and Gentlemen:

The following tabulation shows our estimated construction costs associated with Drainage Improvements #8 & #9 as spelled out in the "Spring Grove Cemetery Storm Sewer and Drainage Analysis" dated 5/17/2019 and in accordance with construction plans dated 12/17/2019 with revisions through 6/24/2020 prepared by our office.

ITEM	APPROXIMATE QUANTITY	UNIT RATE	AMOUNT
1 . Tree Removal	4 Ea.	\$500.00	\$2,000.00
2 . Excavation/Grading	Lump Sum	\$1,500.00	\$1,500.00
3 . 4" Perforated Storm Sewer	120 L.F.	\$11.00	\$1,320.00
4 . 6" Perforated Storm Sewer	269 L.F.	\$13.00	\$3,497.00
5 . 6" Storm Sewer	50 L.F.	\$11.00	\$550.00
6 . 8" Storm Sewer	88 L.F.	\$15.00	\$1,320.00
7 . 6" Yard Drain	4 Ea.	\$250.00	\$1,000.00
8 . 2-2-A Basin	1 Ea.	\$900.00	\$900.00
9 . 2-2-B Basin	1 Ea.	\$900.00	\$900.00
10 . 2-3 Basin	2 Ea.	\$1,500.00	\$3,000.00
11 . Modify Existing 18" Riser/Lower Top Elevation	Lump Sum	\$400.00	\$400.00
12 . Abandon 6" Clay Pipe w/ LSM	Lump Sum	\$250.00	\$250.00
13 . Sawcut & Remove Pavement	Lump Sum	\$300.00	\$300.00
14 . #57 Premium Backfill under Pavement	24 Tons	\$30.00	\$720.00

Friends of the Cemetery -2- Revised June 30, 2020

ITEM	APPROXIMATE QUANTITY	UNIT RATE	AMOUNT
15 . 6" 304 Aggregate Base	6.5 Tons	\$30.00	\$195.00
16 . 6" 301 Asphalt Base Course	6.5 Tons	\$260.00	\$1,690.00
17 . 2" 448 Asphalt Intermediate Course	2.5 Tons	\$270.00	\$675.00
18 . 1.5" 448 Asphalt Surface Course	2.0 Tons	\$280.00	\$560.00
19 . Furnish Processed Topsoil	50 C.Y.	\$45.00	\$2,250.00
20 . Seeding/Mulching All Disturbed Areas	1,000 S.Y.	\$1.00	\$1,000.00
21 . Inlet Protection	8 Ea.	\$50.00	\$400.00
22 . Lights, Signs, Barricades, etc.	Lump Sum	\$500.00	<u>\$500.00</u>
TOTAL CONTRACT COST			\$24,927.00
CONTINGENCIES (5%)			<u>\$1,246.35</u>
TOTAL ESTIMATED CONSTRUCTION COST			\$26,173.35

Very truly yours,



Nils E. Johnson, P.E.

OK
RCA
8-18-2020

REQUEST FOR COUNCIL ACTION

NO. RCA 20-172-8/24

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: August 18, 2020

SUBJECT: Job #1073: West Liberty Storm Sewer Improvement/City Hall Parking Deck Detention

This request is for permission to advertise, bid and award the West Liberty Storm Sewer Improvement/City Hall Parking Deck Detention project.

The total cost for this project will be as follows:

- West Liberty Street Storm Improvement: \$ 81,625
- City Hall Parking Deck Storm Water Detention: \$ 75,000
- o TOTAL COST: \$156,625

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$156,625.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 (\$81,625)
 TBD (\$75,000)

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: YES

Reason: - Currently the parking deck is being drained using a temporary pump; we would like to get the final storm sewer in place prior to winter.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

*OK
B. Hammett
8-18-2020*

NO. RCA 20-173-8/24

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: August 18, 2020

SUBJECT: LPA Project Agreement with ODOT for Job #1025: West Smith Road Phase 4

On this date, the Ohio Department of Transportation (ODOT) submitted to the City the attached LPA Federal Local Let Project Agreement for the West Smith Road Reconstruction Project, Phase 4. We respectfully request Council's authorization to enter into this project agreement with ODOT for this project.

The City was awarded approximately \$2,046,590 in funds for this project. The City's share of the project will be \$1,919,040. By law, ODOT acts as the administrator of those funds. Typically, when federal funds are involved, ODOT advertises, bids, awards and manages the project (for example, the US 42/North Court Corridor Project). By entering into this LPA agreement, the City would assume the responsibility to bid, award and manage this project.

Please be advised, the City has entered into a similar type agreements with ODOT in the past, for the W. Smith Road Phase 1 Reconstruction, N. Huntington Street Phase 1 Reconstruction, the Guilford Boulevard, Phase 3 Reconstruction and the Guilford Boulevard Bridge..

Please note, the total cost of this project is estimated at \$3,965,630; with the grant amount capped at \$2,046,590, the City's share of this project is thus \$1,919,040. These funds do not have to be appropriated at this time, however Council is advised that these funds must be allocated and appropriated prior to the commencement of the bid process.

Thank you for your consideration

ESTIMATED COST: \$1,919,040 (future)

SUGGESTED FUNDING: TBD

Sufficient Funds in Account Number:

Transfer Needed from:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Medina, hereinafter referred to as the LPA, 132 North Elmwood Avenue, Medina, Ohio 44258-0703.

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 Reconstruction of W. Smith Road (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$3,485,361 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$2,046,590 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, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify

compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the

PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.

- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Keith Dirham, Finance Director
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44258
330-725-8861 x 251

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to

direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

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

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

GOOD FAITH EFFORTS (GFEs)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as

they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Patrick J. Patton, P.E.	Steve Shepherd, LPA Manager
City of Medina, Engineer	Ohio Department of Transportation
132 North Elmwood Avenue	906 Clark Ave
Medina, Ohio 44258	Ashland, Ohio 44805
PPatton@medinaoh.org	Steve.Shepherd@dot.ohio.gov

15. GENERAL PROVISIONS

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

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

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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

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

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

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement 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.⁴

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

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

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

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

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

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

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

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

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

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

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

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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES	LPA FUNDS			FHWA FUNDS			TOTAL
		Amount	%	SAC	Amount	%	SAC	
	PRELIMINARY DEVELOPMENT	\$75,000	100	LNTP				\$75,000
	FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$212,000	100	LNTP				\$212,000
	ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$150,000	100	LNTP				\$150,000
	PROJECT CONSTRUCTION COSTS	\$511,647.50	20	LNTP	\$2,046,590	80	4TA7/NC12	\$2,558,237.50
	Construction (Above Fed Cap)	\$927,123.50	100	LNTP				\$927,123.50
	INSPECTION	\$0	20	LNTP	\$0	80	4TA7/NC12	\$0
	INSPECTION (Above Fed Cap)	\$43,269	100	LNTP				\$43,269
	TOTALS	\$1,919,040			\$2,046,590			\$3,965,630

Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

We _____ (*INSERT NAME OF LPA*) request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ (*CONTRACTOR'S NAME*) be paid directly to _____ (*CONTRACTOR'S NAME*).

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

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

REQUEST FOR COUNCIL ACTION

*9/16
Pat Patton
8-18-2020*

NO. RCA 20-174-8/24

FROM: Patrick Patton
DATE: August 18, 2020
SUBJECT: West Smith Road, Phase 4 Design Services

COMMITTEE REFERRAL: Finance

The City of Medina submitted and was awarded grant funds in the amount of \$2,046,590 for the reconstruction of West Smith Road, Phase 4. The total project cost is estimated at \$3,965,630; the City's share is thus \$1,919,040. Because this project will use federal funds managed by the Ohio Department of Transportation (ODOT), we are required to engage a design consultant team that is pre-qualified by ODOT. In addition, per Ohio law, due to the anticipated fees for the consultant, we are required to complete a qualifications based selection process in order to select that consultant.

We have completed this process. In April we advertised for Letters of Interest from interested consultants. We received those LOI's in late May. A total of thirteen (13) consultants submitted. Those submittals were reviewed; after review the top three consultant teams were invited to an interview. The interviews were conducted in July. Based on that interview, we have determined that American Structurepoint, Inc. was the most qualified for this work. American Structurepoint has prepared their fee proposal for this work (attached). Their total fees are \$481,632.

We recommend that Council accept this fee proposal and authorize the Mayor to sign the agreement with American Structurepoint.

Thank you for your consideration.

ESTIMATED COST: \$481,632

SUGGESTED FUNDING: 108 0610 54411

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



600 SUPERIOR AVENUE EAST, SUITE 1305
CLEVELAND, OHIO 44114
TEL 216.302.3694

August 18, 2020

Mr. Pat Patton, PE
City Engineer
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

Subject: MED-West Smith Road Reconstruction, Phase IV, PID 112540
Fee Proposal For Professional Services

Dear Mr. Patton,

As a follow up to our coordination with the City of Medina, we are pleased to submit our letter proposal including a copy of the draft contract for the City's review. The fee proposal was developed in concurrence with the current Ohio Department of Transportation Consultant Fee Guidance and the approved project task list which includes preliminary engineering, environmental engineering, and final design services. As a supplement to the ODOT PDP task list included with this fee proposal, please see the following summary for additional project information.

Project Overview:

This project involves the full replacement of West Smith Road from approximately 300 feet east of State Road to the intersection of Court Street (US 42/SR 3). The work includes the removal and replacement of the existing concrete pavement; installation of new storm sewers and related structures; installation of new water lines, valves and fire hydrants; new sidewalk; new street lighting and all other appurtenances. The project is anticipated to be constructed under part width and/or block closures based on final coordination with the City. Railroad coordination will be required with the W&LE to accommodate a jack and bore operation for a water line casing and pipe installation.

Water Line Replacement:

Based on our coordination with the City, the existing 8" water line will be replaced from South Court Street to the existing 12"x8" tee at Prospect Street. Continuing to the west, the existing 12" waterline will be replaced from Prospect Street to State Road (terminating at the east limit from the 2017 Smith Road Improvements). Side streets will be accommodated throughout the limits for tie in locations as required. Final limits will be determined following the City's review of the water model being developed under a separate contract.

Sanitary Line Repairs:

American Structurepoint will coordinate with the Medina County Sanitary Engineer to determine locations for sanitary line repairs, if required. The county is currently advancing a CCTV field review of the existing lines and anticipates some locations may require localized repairs (i.e. existing conduit replacement, manhole repairs, etc) and will provide the locations to the design team. It is our understanding the sanitary work is not eligible for project reimbursement and would be the responsibility of the County to fund any additional design or replacement costs. A separate line item has been included with the fee proposal to accommodate this work as an If Authorized task.

Twin Culvert Replacement:

American Structurepoint will provide a culvert replacement option for the existing twin 29"x45" elliptical culverts located west of the railroad overpass. The existing north headwall is located on top an existing 15" sanitary line, and may require localized sanitary sewer repairs to accommodate the proposed culvert replacement.

Railroad Permitting:

American Structurepoint will facilitate the required railroad coordination with the Wheeling and Lake Erie (W&LE) to obtain the necessary utility permit for the project. Early coordination with railroad will be necessary to ensure the project schedule is maintained. The fee proposal includes \$3,000 of direct costs to accommodate the associated W&LE permit fees required for this work.

Retaining Wall Assessment:

A structural assessment will be conducted on the existing retaining wall along the south side of Smith Road near Elmwood Avenue and terminating near South Court Street. The purpose of the assessment is to confirm and update findings and recommendations detailed in a study previously conducted by others. A brief technical memo will be prepared noting any changed conditions and recommendations. The attached fee proposal does not include detailed design or structural repairs to the retaining wall. If additional repairs are required, as separate scope and fee will be submitted to the City for review. This work is being accommodated under Task 2.8.B - General Oversight.

Geotechnical Engineering:

Resource International (Rii) will provide geotechnical engineering support services in compliance with ODOT geotechnical standards and procedures. Please see Section 6 for the detailed scope and fee summary.

ODOT Coordination:

American Structurepoint will work closely with the City of Medina and ODOT District 3 to successfully deliver the West Smith Road improvements. The project will follow the ODOT Local Public Agency (LPA) process for plan development, review, acceptance, and construction. ODOT standards will be applied to the project and supplemented with City standards where applicable.

Schedule:

American Structurepoint is ready to begin work as soon as the notice to proceed is available from the City of Medina. As coordinated during the project scope meeting, the revised project schedule is being coordinated/approved by ODOT District 3 and the City of Medina.

Terms and Conditions of Professional Service:

The attached EJCDC Contract is provided for the City's review. American Structurepoint understands the City may provide comments for inclusion in the contract. Following the City's acceptance of the contract, the notice to proceed will be provided.

Fee Schedule:

As a supplement to the attached detailed fee proposal, please see the following summary of services identified for this project by work category and cost:

<u>Work Category</u>	<u>Cost</u>
Environmental	\$17,768
Survey	\$42,566
Roadway	\$164,402
Drainage	\$32,051
Traffic Control	\$10,309
*Geotechnical Engineering	\$23,479
Railroad Coordination	\$14,010
Estimates: Roadway, Utility, ROW	\$14,027
MOT	\$22,474
Utility Coordination	\$11,100
Water Line Design	\$14,958
Project Meetings	\$4,847
Project Oversight	\$28,480
Right of Way Plans	\$47,716
Final Plan Submission	\$5,000
Pre Bid Support	\$2,640
Subtotal	\$455,826
If Authorized Services	\$25,805
Project Total	\$481,632

* Geotechnical Engineering services are being provided by Resource International

Additional Services, Exclusions

The Scope of Work identified in this document is based on American Structurepoint's knowledge of the project requirements at the time of document preparation, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Although American Structurepoint routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue. Any services that are not included under this work scope can be provided on an hourly basis in accordance with our included standard rate schedule. Specific services that are not included as part of this proposal include, but are not limited to the following:

- Construction Inspection
- Bidding Services
- Retaining wall design and/or structural design services
- Private utility design services
- ROW Acquisition Services (To be provided under separate scope and fee; OR Colan)

Mr. Pat Patton
August 18, 2020
Page 4

We look forward to working with the City of Medina and ODOT District 3 on this important project for the community. If you have any questions or require additional information, please contact me at your earliest convenience at 216.296.4620 or ekagel@structurepoint.com.

Sincerely,



Edward D. Kagel, PE
Regional Services Director



Walid Gemayel, PE
Sr. Vice President/Partner

Acceptance and Notice to Proceed:

Authorized Signature

Public Agency

Print Name and Date



August 18, 2020

MED-West Smith Road Reconstruction, Phase IV, PID 112540
Fee Proposal For Professional Services

Table of Contents:

- Section 1: Task List
- Section 2: Proposal Summary
- Section 3: Labor Costs
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- Section 5: Sub-Consultant -> Resource International Fee Proposal
- Section 6: Sub-Consultant -> Lawhon and Associates Fee Proposal
- Section 7: Contract -> EJCDC Contract Document



AMERICAN
STRUCTUREPOINT
INC.

Section 1: Task List

C-R-S	MED-West Smith Rd, Phase 4	Consultant	ODOT	LPA	If Authorized	Narrative
Consultant:	American Structurepoint					
Agreement No.	[enter]					
Modification No.	[enter]					
PID No.	112540					
Proposal Date	8/18/2020					
Task Description						
2 - Preliminary Engineering Phase						
2.2 - Perform Environmental Field Studies						
2.2.A - Property Owner Notification		X				Update property owner list. City will mail the letters.
2.2.B - Cultural Resources Scoping Request Form		X				Complete per current ODOT guidance and submit via EnviroNet.
2.2.C - Ecological Survey Report		X				Complete a Level 1 Ecological Survey Report per current ODOT guidance and submit via EnviroNet. Includes travel time and materials.
2.2.D - Environmental Site Assessment Screening		X				Complete the Regulated Materials Review Screening per current ODOT guidance and submit via EnviroNet.
2.2.E - Social and Economic Resources		X				Compile the underserved populations maps and date per current ODOT guidance.
2.2.I - Phase I Cultural Resource History/Architecture Survey					X	The Phase I Cultural History/Architecture Survey will be completed if requested by ODOT-OES upon submittal of 2.2.B.
2.3 - AER Design						
2.3.A - Field Survey and Aerial Mapping						
2.3.A.A - Project Control, Benchmarks, and Reference Points		X				Set, reference and establish coordinates (Ohio North, NAD 1983) on 10 project control points (iron pins and/or MAG nails), establish and reference 6 project benchmarks, establish vertical datum (NAVD 1988) and run level circuits through control points and benchmarks.
2.3.A.B - Monumentation recovery		X				Search for and tie in centerline reference monuments, ROW monuments and property corners for an estimated 70 property owners within the project limits. Also locate other controlling evidence of boundary lines, including but not limited to fence lines and railroad rails.
2.3.A.C - Base Mapping (Incl. field verify.)		X				Route topographic survey (total linear footage of 4700 feet including side streets). Limits will extend at a minimum to locate the face of houses/buildings adjacent to the project limits or farther as necessary to locate features for the anticipated ROW plans or as needed for design. Road cross sections at a maximum interval of 50 feet. Locate all topographic and planimetric features within the limits. Contact Ohio Utilities Protection Service (Ohio811) to request markings for survey activities and record plans. Locate aboveground evidence of utilities, including but not limited to markings, manholes (including inverts and pipe details for storm/sanitary sewers), handholes, valves, riser boxes, poles, and overhead lines. This scope does not include the location of private utility services or determining the depths of any utility facilities (other than storm/sanitary sewers). This scope does not include locating utilities for which no aboveground evidence is visible or for utilities that do not respond to the Ohio811 request for markings/plans. If sufficient to scale plans are provided by the utility owner, we will plot utility information in the basemap based on those plans. Process survey data, drafting and creation of a surface and contours (1-foot vertical interval).
2.3.A.F - Establish property lines, tax id, & ownerships on base map		X				Search county records for deeds, plats, surveys and easements. Request available ROW plans from the state, county and city. Using record documents and recovered field evidence, resolve the locations of centerlines, ROW lines and property lines. Label property basemap with owner names, PID, deeds and addresses.
2.3.A.G - Property Owner Notification		X				Compile a mailing list of owner names and addresses for each property located within the project survey limits. Prepare (or review if prepared by others) a property owner notification letter.
2.3.B - Roadway						
2.3.B.D - Plan and Profile - Baxter/Medina		X				Perform engineering and plan production as necessary to compare costs and present value and benefits to ODOT
2.3.B.E - Plan and Profile - West Smith		X				Perform engineering and plan production as necessary to confirm limits and scope of the improvements as well as begin the preliminary right of way and environmental processes started.
2.4 - Prepare Cost Estimates						
2.4.A - Roadway/Interchange Costs		X				Prepare cost estimate comparisons for complete projects as well as realignment comparisons at Baxter.
2.7 - Stage 1 Design						
2.7.A - Roadway						
2.7.A.A - Title Sheet		X				
2.7.A.B - General Notes		X				
2.7.A.C - Schematic Plan		X				
2.7.A.D - Typical Sections		X				
2.7.A.E - Cross Sections		X				
2.7.A.F - Plan and Profile - Smith Road		X				8 - 20 scale sheets
2.7.A.G - Plan and Profile - Baxter/Medina		X				1 - 20 scale sheet
2.7.A.H - Pavement Joint Details		X				4 - 20 scale sheets, 2 plan views per sheet
2.7.A.J - Intersection Details		X				6 intersections
2.7.A.L - Driveway Details		X				55 Driveway
2.7.A.N - Traffic Control		X				4 - 20 scale sheets, 2 plan views per sheet
2.7.B - Drainage						
2.7.B.A - Storm Sewer Profiles		X				Separate profiles for locations not on parallel or perpendicular to centerline

C-R-S		MED-West Smith Rd, Phase 4						
Consultant:	American Structurepoint							
Agreement No.	[enter]							
Modification No.	[enter]							
PID No.	112540							
Proposal Date	8/18/2020							
Task Description		Consultant	ODOT	LPA	If-Authorized	Narrative		
2.7.B.B - Culvert Detail Sheet		X				twin elliptical culvert near RR structure		
2.7.B.D - Drainage Calculations		X				ODOT drainage criteria, CDSS used for drainage calculations		
2.7.B.E - BMP Design		X				ODOT BMP policy		
2.7.C - Utilities								
2.7.C.A - Utility Coordination and Documentation		X				Facilitate utility coordination with private and public utilities in the corridor.		
2.7.C.D - Add Utilities to Plan/Profile Sheets		X				Update plan and profile sheets with utility information and identify limits of replacement and/or relocation as required		
2.7.D - Geotechnical Services								
2.7.D.A - Geotechnical Services and Report		X						
2.7.G - Miscellaneous								
2.7.G.E - RR Coordination		X				Coordinate with the W&LE railroad to facilitate the submission, review, and approval of the required engineering documents to secure a utility permit.		
2.7.H - Prepare C2 Cost Estimates and Update Milestones								
2.7.H.A - Roadway/Interchange Costs		X						
2.7.H.B - Right of Way		X						
2.7.H.C - Utility Costs		X						
2.7.J - Maintenance of Traffic								
2.7.J.A - Detour Plan		X				Conceptual Detour Plan to vet final MOT solutions with the City and stakeholders		
2.7.K - Signal Plans					X	If authorized task to accommodate any potential signal changes at South Court Street due to the potential radius improvements; SW corner.		
2.8 - Project Management for Preliminary Engineering Phase								
2.8.A - Meetings		X				Project status update meeting with the City		
2.8.B - General Oversight		X				Includes 16 hours to accommodate the retaining wall field review and technical memorandum development		
3 - Environmental Engineering Phase								
3.1 - Environmental Field Studies and Refined Impacts								
3.1.M - Waterway Permit		X				Prepare a letter summarizing the proposed impacts associated with the twin culverts replacement. This letter will be included with the construction bid documents. Task does not include submittal of a permit determination request, Section 404/401 or OEPA isolated wetland permits to agencies.		
3.3 - Stage 2								
3.3.A - Roadway								
3.3.A.A - Title Sheet		X						
3.3.A.B - Schematic		X						
3.3.A.C - General Notes		X						
3.3.A.D - Typical Sections		X						
3.3.A.E - Plan and Profile - Smith Road		X						
3.3.A.F - Plan and Profile - Baxter/Medina		X						
3.3.A.G - Pavement Joint Details		X						
3.3.A.H - Cross Sections		X						
3.3.A.I - Intersection Details		X						
3.3.B - Drainage								
3.3.B.A - Storm Sewer Profiles		X						
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details		X				Twin 29x45 concrete culvert replacement west of railroad overpass		
3.3.B.E - BMP Details		X						
3.3.C - Traffic Control								
3.3.C.A - Pavement Marking Plan		X						
3.3.C.B - Signing Plan		X						
3.3.D - Signals & ITS								
3.3.D.A - Signal Plan Sheets					X	If authorized task to accommodate any potential signal changes at South Court Street due to the potential radius improvements; SW corner.		
3.3.E - Maintenance of Traffic								
3.3.E.A - MOT General Notes		X						
3.3.E.E - MOT Typical Sections		X				1 critical sections per phase		
3.3.E.F - MOT Plan Sheets		X				6 Phases/intersection closures		
3.3.J - Utilities								
3.3.J.A - Utility Coordination and Documentation		X						
3.3.J.B - Water Works Plan		X				Waterline design as coordinated with the City. Limits of replacement include South Court Street to State Road. Special consideration for pipe abandonment or replacement will be determined following the completion of the hydraulic modeling currently under development by the City.		
3.3.J.C - Water Works Details & Notes		X				Waterline specific plan notes and details as required		

C-R-S	MED-West Smith Rd, Phase 4	Consultant	ODOT	LPA	If-Authorized	Narrative
Consultant:	American Structurepoint					
Agreement No.	[enter]					
Modification No.	[enter]					
PID No.	112540					
Proposal Date	8/18/2020					
Task Description						
3.3.J.D - Sanitary Sewer Plans					X	Provide localized sanitary sewer repairs in coordination with the City and County Sanitary Engineer (as needed per CCTV results).
3.3.K - Geotechnical Services						
3.3.K.A - Finalize Geotechnical Investigation and Report		X				
3.4 - Right of Way Plans						
3.4.B - Preliminary Right of Way Plans						
3.4.B.A - Legend Sheet		X				1 legend sheet
3.4.B.B - Centerline Survey Plat		X				1 centerline plat plus 1 monument sheet
3.4.B.C - Property Map		X				2 Property Map Sheets
3.4.B.D - Summary of Additional Right of Way		X				5 Summary Sheets, estimating 56 ROW and/or temp parcels
3.4.B.E - Detailed ROW Plan Sheets		X				18 ROW sheets, split between 9 boundary and 9 topo sheets
3.4.B.G - Legal Descriptions and Closure Calculations		X				Estimating 56 descriptions: 6 permanent and 50 temporary. Includes performing closure calcs and obtaining county engineer review/approval
3.4.B.H - Right-of-Way Acquisition Estimate		X				
3.4.B.I - Field Review		X				8 hours of field review time plus travel time
3.4.C - Final Right of Way Plans						
3.4.C.A Final Right of Way Plans		X				Address comments from ODOT, City of Medina and Medina County on the preliminary plans/descriptions
3.4.C.B- Field Review & Verify Property Owners		X				6 hours of field review time including travel time, plus 2 hours for ownership verification and updating
3.4.C.C - Record Centerline Plat and all appropriate documents		X				6 hours for recording and travel time
3.4.C.D - Set R/W Pins after acquisition		X				8 hours for two-person crew plus travel time, anticipating 6 permanent ROW parcels to stake.
3.5 - Prepare Environmental Document						
3.5.A - Prepare Environmental Document		X				Prepare and submit via EnviroNet a C2 level CE document per current ODOT guidance.
3.6 - Environmental Commitments and Plan Notes						
3.6.A - Environmental Commitment Plan Notes		X				
3.8 - Prepare Cost Estimates and Revise Milestone						
3.8.A - Roadway/Interchange Costs		X				
3.9 - Project Management for Environmental Engineering Phase						
3.9.A - Meetings		X				Project status update meeting with the City
3.9.B - General Oversight		X				
4.2 - Stage 3 Detailed Design Plans						
4.2.A - Quantities and Notes						
4.2.A.A - Pavement Subsummary		X				1 subsummary sheet
4.2.A.B - Drainage Subsummary		X				1 subsummary sheet
4.2.A.C - Roadway Subsummary		X				2 subsummary sheets
4.2.A.E - Maintenance of Traffic Subsummary		X				1 subsummary sheet
4.2.A.F - Pavement Marking Subsummary		X				1 subsummary sheet
4.2.A.G - Signing Subsummary		X				2 subsummary sheets
4.2.A.M - General Summary Sheet		X				3 subsummary sheets
4.2.A.P - General Notes		X				4 sheets
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same		X				1 subsummary sheet
4.2.C - Signing Plans						
4.2.C.A - Signing Plans		X				4 sheets - 2 plan views per sheet
4.2.D - Miscellaneous						
4.2.D.A - Obtain Railroad Agreement		X				Secure executed RR permit from the W&LE Railroad
4.2.D.C - Project Site Plan		X				
4.3 - Prepare Cost Estimates and Revise Milestone						
4.3.A - Roadway/Interchange Costs		X				
4.4 - Final Plan Package						
4.4.A - Submission of Final Tracings and Documentation		X				Final plan package coordination and submission of documents
4.5 - Project Management for Final Engineering and Right of Way Phase						
4.5.A - Meetings		X				Project status update meeting with the City
4.5.B - General Oversight		X				
4.6 - Pre-Bid Activities						
4.6.A - Pre-Bid Questions		X				Pre-bid support
5 - Construction Phase						
5.1 - On-going Services during Construction						
5.1.A - On-going Services During Construction		X				Support for questions during construction



AMERICAN
STRUCTUREPOINT
INC.

Section 2: Proposal Summary

C-R-S		PROPOSAL COST SUMMARY										Version: Feb 2017
Consultant:	American Structurepoint											
Agreement No.	[enter]					State Average Overhead Rate	157.26%					
Modification No.	[enter]					Consultant Overhead Rate:	182.34%					
PID No.	112540					Cost of Money:	0.72%					
Proposal Date	8/18/2020					Net Fee Percentage:	11%					
Task Description	No. of Units	Average Hourly Rate	Total Hours	Total Labor Costs	Total Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost		
3.3.A - Plan and Profile - Smith Road	8	\$36.36	420	\$15,272	\$27,847	\$110	\$0	\$0	\$4,322	\$47,551		
3.3.A.F - Plan and Profile - Baxter/Medina	1	\$37.17	53	\$1,970	\$3,592	\$14	\$0	\$0	\$557	\$6,134		
3.3.A.G - Pavement Joint Details	4	\$35.12	26	\$913	\$1,665	\$7	\$0	\$0	\$258	\$2,843		
3.3.A.H - Cross Sections	90	\$35.43	80	\$2,834	\$5,168	\$20	\$0	\$0	\$802	\$8,824		
3.3.A.I - Intersection Details	6	\$38.44	64	\$2,460	\$4,486	\$18	\$0	\$0	\$696	\$7,659		
3.3.B - Drainage												
3.3.B.A - Storm Sewer Profiles	4	\$35.20	130	\$4,576	\$8,344	\$33	\$0	\$0	\$1,295	\$14,248		
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details	1	\$38.50	10	\$385	\$702	\$3	\$0	\$0	\$109	\$1,199		
3.3.B.E - BMP Details	0	\$40.60	30	\$1,218	\$2,221	\$9	\$0	\$0	\$345	\$3,792		
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan	4	\$35.29	38	\$1,341	\$2,445	\$10	\$0	\$0	\$379	\$4,175		
3.3.C.B - Signing Plan	4	\$34.95	26	\$909	\$1,657	\$7	\$0	\$0	\$257	\$2,830		
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes	0	\$42.31	16	\$677	\$1,234	\$5	\$0	\$0	\$192	\$2,108		
3.3.E.E - MOT Typical Sections	0	\$35.18	38	\$1,337	\$2,438	\$10	\$0	\$0	\$378	\$4,163		
3.3.E.F - MOT Plan Sheets	0	\$35.68	120	\$4,282	\$7,608	\$31	\$0	\$0	\$1,212	\$13,332		
3.3.J - Utilities												
3.3.J.A - Utility Coordination and Documentation	0	\$45.38	26	\$1,180	\$2,152	\$8	\$0	\$0	\$334	\$3,674		
3.3.J.B - Water Works Plan	8	\$37.15	80	\$2,972	\$5,419	\$21	\$0	\$0	\$841	\$9,254		
3.3.J.C - Water Works Details & Notes	2	\$38.17	48	\$1,832	\$3,340	\$13	\$0	\$0	\$518	\$5,704		
3.3.K - Geotechnical Services												
3.3.K.A - Finalize Geotechnical Investigation and Report	0	\$60.25	4	\$241	\$439	\$2	\$0	\$0	\$68	\$750		
TOTAL 3.3 - Stage 2		\$36.69	1252	\$45,833	\$83,753	\$331	\$0	\$0	\$12,938	\$145,015		
3.4 - Right of Way Plans												
3.4.B - Preliminary Right of Way Plans												
3.4.B.A - Legend Sheet	0	\$35.33	3	\$106	\$193	\$1	\$0	\$0	\$30	\$330		
3.4.B.B - Centerline Survey Plat	0	\$33.50	16	\$536	\$977	\$4	\$0	\$0	\$152	\$1,669		
3.4.B.C - Property Map	0	\$35.33	12	\$424	\$773	\$3	\$0	\$0	\$120	\$1,320		
3.4.B.D - Summary of Additional Right of Way	0	\$31.67	48	\$1,520	\$2,772	\$11	\$0	\$0	\$430	\$4,739		
3.4.B.E - Detailed ROW Plan Sheets	0	\$30.26	155	\$4,720	\$8,606	\$34	\$0	\$0	\$1,336	\$14,696		
3.4.B.G - Legal Descriptions and Closure Calculations	0	\$32.40	140	\$4,536	\$8,271	\$33	\$0	\$0	\$1,284	\$14,123		
3.4.B.H - Right-of-Way Acquisition Estimate	0	\$40.50	8	\$324	\$591	\$2	\$0	\$0	\$62	\$1,009		
3.4.B.I - Field Review	0	\$28.00	12	\$336	\$613	\$2	\$121	\$0	\$95	\$1,167		
3.4.C - Final Right of Way Plans												
3.4.C.A - Final Right of Way Plans	0	\$31.67	48	\$1,520	\$2,772	\$11	\$0	\$0	\$430	\$4,733		
3.4.C.B - Field Review & Verify Property Owners	0	\$28.00	8	\$224	\$408	\$2	\$121	\$0	\$63	\$818		
3.4.C.C - Record Centerline Plat and all appropriate documents	0	\$28.00	6	\$168	\$306	\$1	\$121	\$0	\$48	\$644		
3.4.C.D - Set R/W Pins after acquisition	0	\$31.50	24	\$756	\$1,378	\$5	\$121	\$0	\$214	\$2,473		
TOTAL 3.4 - Right of Way Plans		\$31.54	481	\$15,170	\$27,661	\$109	\$483	\$0	\$4,295	\$47,716		
3.5 - Prepare Environmental Document												
3.5.A - Prepare Environmental Document	0	\$34.97	32	\$1,119	\$2,040	\$8	\$0	\$0	\$317	\$3,484		
TOTAL 3.5 - Prepare Environmental Document		\$34.97	32	\$1,119	\$2,040	\$8	\$0	\$0	\$317	\$3,484		
3.6 - Environmental Commitments and Plan Notes												
3.6.A - Environmental Commitment Plan Notes	0	\$36.81	6	\$221	\$403	\$2	\$0	\$0	\$63	\$689		
TOTAL 3.6 - Environmental Commitments and Plan Notes		\$36.81	6	\$221	\$403	\$2	\$0	\$0	\$63	\$689		
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.A - Roadway/Interchange Costs	0	\$39.16	32	\$1,253	\$2,285	\$9	\$0	\$0	\$355	\$3,901		
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		\$39.16	32	\$1,253	\$2,285	\$9	\$0	\$0	\$355	\$3,901		
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings	0	\$60.25	8	\$482	\$879	\$3	\$115	\$0	\$136	\$1,616		
3.9.B - General Oversight	0	\$61.80	50	\$3,090	\$5,634	\$22	\$0	\$0	\$874	\$9,621		
TOTAL 3.9 - Project Management for Environmental Engineering Phase		\$61.59	58	\$3,572	\$6,513	\$26	\$115	\$0	\$1,011	\$11,237		
Total 3 - Environmental Engineering Phase		\$61.80	1869	\$67,334.50	\$125,747.42	\$486.25	\$598.00	\$0.00	\$19,111.32	\$210,872.47		
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary	1	\$36.72	18	\$661	\$1,205	\$5	\$0	\$0	\$187	\$2,058		
4.2.A.B - Drainage Subsummary	1	\$36.72	18	\$661	\$1,205	\$5	\$0	\$0	\$187	\$2,058		
4.2.A.C - Roadway Subsummary	2	\$38.42	24	\$922	\$1,681	\$7	\$0	\$0	\$261	\$2,871		
4.2.A.E - Maintenance of Traffic Subsummary	1	\$38.50	10	\$385	\$702	\$3	\$0	\$0	\$109	\$1,199		
4.2.A.F - Pavement Marking Subsummary	1	\$38.50	5	\$193	\$351	\$1	\$0	\$0	\$54	\$599		
4.2.A.G - Signing Subsummary	2	\$38.50	5	\$193	\$351	\$1	\$0	\$0	\$54	\$599		
4.2.A.M - General Summary Sheet	3	\$37.26	46	\$1,714	\$3,125	\$12	\$0	\$0	\$485	\$5,337		
4.2.A.P - General Notes	4	\$32.60	10	\$326	\$593	\$2	\$0	\$0	\$92	\$1,015		
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)	1	\$34.14	14	\$478	\$872	\$3	\$0	\$0	\$135	\$1,488		
4.2.C - Signing Plans												
4.2.C.A - Signing Plans	4	\$35.37	30	\$1,061	\$1,935	\$8	\$0	\$0	\$300	\$3,304		
4.2.D - Miscellaneous												
4.2.D.A - Obtain Railroad Agreement	0	\$68.00	8	\$544	\$992	\$4	\$0	\$0	\$154	\$1,634		
4.2.D.C - Project Site Plan	1	\$43.50	6	\$261	\$476	\$2	\$0	\$0	\$74	\$813		
TOTAL 4.2 - Stage 3 Detailed Design Plans		\$38.13	184	\$7,398	\$13,490	\$55	\$0	\$0	\$2,094	\$23,034		

C-R-S		MED-West Smith Rd, Phase 4		PROPOSAL COST SUMMARY								Version: Feb 2017
Consultant:	American Structurepoint											
Agreement No.	[enter]					State Average Overhead Rate:	157.26%					
Modification No.	[enter]					Consultant Overhead Rate:	182.94%					
FID No.	112540					Cost of Money:	0.72%					
Proposal Date	8/18/2020					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		
4.3 - Prepare Cost Estimates and Revise Milestone	0	\$36.94	18	\$665	\$1,213	\$5	\$0	\$0	\$188	\$2,071		
4.3.A - Roadway/Interchange Costs	0	\$36.94	18	\$665	\$1,213	\$5	\$0	\$0	\$188	\$2,071		
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	0	\$36.94	18	\$665	\$1,213	\$5	\$0	\$0	\$188	\$2,071		
4.4 - Final Plan Package	0	\$40.15	40	\$1,606	\$2,928	\$12	\$0	\$0	\$454	\$5,000		
4.4.A - Submission of Final Tracings and Documentation	0	\$40.15	40	\$1,606	\$2,928	\$12	\$0	\$0	\$454	\$5,000		
TOTAL 4.4 - Final Plan Package	0	\$40.15	40	\$1,606	\$2,928	\$12	\$0	\$0	\$454	\$5,000		
4.5 - Project Management for Final Engineering and Right of Way Phase	0	\$60.25	8	\$482	\$879	\$3	\$115	\$0	\$136	\$1,616		
4.5.A - Meetings	0	\$60.25	8	\$482	\$879	\$3	\$115	\$0	\$136	\$1,616		
4.5.B - General Oversight	0	\$65.42	48	\$3,140	\$5,725	\$23	\$0	\$0	\$889	\$9,777		
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	0	\$64.68	56	\$3,622	\$6,604	\$26	\$115	\$0	\$1,025	\$11,392		
4.6 - Pre-Bid Activities	0	\$53.00	16	\$848	\$1,546	\$6	\$0	\$0	\$240	\$2,640		
4.6.A - Pre-Bid Questions	0	\$53.00	16	\$848	\$1,546	\$6	\$0	\$0	\$240	\$2,640		
TOTAL 4.6 - Pre-Bid Activities	0	\$53.00	16	\$848	\$1,546	\$6	\$0	\$0	\$240	\$2,640		
TOTAL - Final Engineering Phase	49,63889	\$24	324	\$14,189.00	\$25,781.05	\$101.80	\$115.00	\$0.00	\$4,001.14	\$44,147.99		
TOTAL - Construction Phase	#DIV/0!	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL AUTHORIZED PARTS	37.74882	9615	\$136,462.00	\$248,824.81	\$982.53	\$9,532.00	\$21,408.00	\$38,616.84	\$455,826.17			
IF-AUTHORIZED TASKS:												
Planning Phase	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
[enter]	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
[enter]	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL - Planning Phase	#DIV/0!	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Preliminary Engineering Phase	0	\$52.50	2	\$105	\$191	\$1	\$0	\$6,249	\$30	\$6,576		
2.2.I - Phase I Cultural Resource History/Architecture Survey	0	\$52.50	2	\$105	\$191	\$1	\$0	\$6,249	\$30	\$6,576		
2.7.K - Signal Plans	0	\$38.17	6	\$229	\$418	\$2	\$0	\$0	\$65	\$713		
[enter]	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL - Preliminary Engineering Phase	0	\$41.75	8	\$334.00	\$609.07	\$2.40	\$0.00	\$6,249.00	\$94.52	\$7,288.94		
Environmental Engineering Phase	0	\$34.23	22	\$753	\$1,373	\$5	\$0	\$0	\$213	\$2,345		
3.3.D.A - Signal Plan Sheets	0	\$34.23	22	\$753	\$1,373	\$5	\$0	\$0	\$213	\$2,345		
3.3.I.D - Sanitary Sewer Plans	2	\$31.00	80	\$2,480	\$4,522	\$18	\$0	\$0	\$702	\$7,722		
TOTAL - Environmental Engineering Phase	0	\$31.6905	102	\$3,233.00	\$5,895.05	\$23.28	\$0.00	\$0.00	\$914.89	\$10,066.22		
Final Engineering Phase	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
[enter]	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
[enter]	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL - Final Engineering Phase	#DIV/0!	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Construction Engineering Phase	0	\$45.23	60	\$2,714	\$4,949	\$20	\$0	\$0	\$768	\$8,450		
S.J.A - On-going Services During Construction	0	\$45.23	60	\$2,714	\$4,949	\$20	\$0	\$0	\$768	\$8,450		
[enter]	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
[enter]	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL - Construction Engineering Phase	45,23333	60	\$2,714.00	\$4,949.71	\$19.54	\$0.00	\$0.00	\$768.02	\$8,450.27			
IF-AUTHORIZED TASKS:	36.94706	170	\$6,281.00	\$11,452.78	\$45.22	\$0.00	\$6,249.00	\$1,777.44	\$25,805.43			
GRAND TOTAL	37.71281	3785	\$142,743.00	\$260,277.59	\$1,027.75	\$9,532.00	\$27,657.00	\$40,394.27	\$481,631.61			



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Section 3: Labor Costs

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

C-R-S	MED-West Smith Rd, Phase 4														
Consultant:	American Structuralpoint														
Agreement No.:	[enter]														
Modification No.:	[enter]														
PID No.:	112540														
Proposal Date:	8/16/20														
		No. of Weeks	Sr. Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Sr CAD Technician	Sr Environmental Specialist	Staff Scientist	Registered Land Surveyor	Staff Surveyor	Survey Crew Member	Total	Hours	Cost

Task Description

AUTHORIZED TASKS:

2 - Preliminary Engineering Phase

2.1 - Perform Environmental Field Studies															
2.1.A - Property Owner Notification		1						1		2				4	\$125
2.1.B - Cultural Resources Screening Request Form								2	16					18	\$537
2.1.C - Ecological Survey Report								14	24					38	\$1,383
2.1.D - Environmental Site Assessment Screening								32	28					60	\$1,858
2.1.E - Social and Economic Resources								2	4					6	\$181
TOTAL 2.1 - Perform Environmental Field Studies		1						31	60	0	0	0	0	118	\$3,084

2.3 - AER Design

2.3.A - Field Survey and Aerial Mapping															
2.3.A.A - Project Control, Benchmarks, and Reference Points									7		36			43	\$1,160
2.3.A.B - Monumentation Inventory									4		96			100	\$3,009
2.3.A.C - Base Mapping (incl. field verify)									32	32	124			188	\$5,259
2.3.A.F - Establish property lines, taxid, & ownerships on base map									25	16				41	\$1,659
2.3.A.G - Property Owner Notification									1	2				3	\$106
2.3.B - Roadway															
2.3.B.D - Plan and Profile - Baxter/Medina		2	4	8	16									30	\$1,254
2.3.B.E - Plan and Profile - Wells/Smith		4	8	16	32									60	\$2,172
TOTAL 2.3 - AER Design		6	12	24	48	0	0	0	34	50	120	0	0	256	\$15,538

2.4 - Prepare Cost Estimates

2.4.A - Roadway/Interchange Costs															
TOTAL 2.4 - Prepare Cost Estimates		0	\$0												

2.7 - Stage 1 Design

2.7.A - Roadway															
2.7.A.A - Title Sheet			1			2								3	\$113
2.7.A.B - General Notes			1		2	4								7	\$253
2.7.A.C - Schematic Plan			1		4	8								13	\$399
2.7.A.D - Typical Sections			2		4	8								14	\$445
2.7.A.E - Cross Sections	90		2		4	8								174	\$6,621
2.7.A.F - Plan and Profile - Smith Road	8		6		18	36								68	\$2,493
2.7.A.G - Plan and Profile - Baxter/Medina	2		2		4	8								20	\$770
2.7.A.H - Pavement Joint Details	4		2		4	8								46	\$1,779
2.7.A.I - Intersection Details	6		2		4	16		8						46	\$1,613
2.7.A.L - Driveway Details	55		2		2	8		24		32				117	\$4,313
2.7.A.N - Traffic Control	4		1		8	8								21	\$763
2.7.B - Drainage															
2.7.B.A - Storm Sewer Profiles	8		2		4	16		24						46	\$1,714
2.7.B.B - Culvert Detail Sheets	1		2		4	8		8						18	\$665
2.7.B.D - Drainage Calculations	1		2		8	16								26	\$1,160
2.7.B.E - BMP Design	2		2		8	16								30	\$559
2.7.C - Utilities															
2.7.C.A - Utility Coordination and Documentation		2			8	8								18	\$658
2.7.C.D - Add Utilities to Plan/Profile Sheets	9		2		4	16		20						41	\$1,517
2.7.D - Geotechnical Services															
2.7.D.A - Geotechnical Services and Report		2			4	2								8	\$424
2.7.G - Miscellaneous															
2.7.G.E - BR Coordination		16			8	4		4						48	\$3,992
2.7.H - Prepare C2 Cost Estimates and Update Milestones			2		4	12		16						34	\$1,210
2.7.H.A - Roadway/Interchange Costs			2		2	2				4				8	\$383
2.7.H.B - Right of Way			2		2	8								14	\$509
2.7.H.C - Utility Costs			2		4	8								24	\$922
2.7.I - Maintenance of Traffic															
2.7.I.A - Detour Plan			4		8	8		4						24	\$922
TOTAL 2.7 - Stage 1 Design		101	18	36	176	258	388	0	36	60	120	0	0	766	\$33,520

2.8 - Project Management for Preliminary Engineering Phase

2.8.A - Meetings		4												4	\$182
2.8.B - General Oversight		30		16										46	\$2,850
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		34	16	0	50	\$3,032									

Total - 2 Preliminary Engineering Phase

		103	18	222	102	168	31	0	46	60	120	0	0	1422	\$30,781.50
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3 - Environmental Engineering Phase

3.1 - Environmental Field Studies and Refined Impacts

3.1.M - Waterway Permit									2		6			8	\$163
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		0	2	6	0	0	0	8	\$163						

3.3 - Stage 2

3.3.A - Roadway															
3.3.A.A - Title Sheet		1			2	2								5	\$193
3.3.A.B - Schematic		1			2	4								7	\$202
3.3.A.C - General Notes		3			2	8		4						17	\$478
3.3.A.D - Typical Sections		4			4	8		4						16	\$461
3.3.A.E - Plan and Profile - Smith Road		8	4		16	80		160						268	\$15,272
3.3.A.F - Plan and Profile - Baxter/Medina		1			4	8		20						33	\$1,976
3.3.A.G - Pavement Joint Details		4			2	8		16						26	\$913
3.3.A.H - Cross Sections	90				4	16		40		20				80	\$2,834
3.3.A.I - Intersection Details	6				8	24		16		16				64	\$2,460
3.3.B - Drainage															
3.3.B.A - Storm Sewer Profiles		4			2	8		20		80		20		130	\$4,576
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details		1			2	4		4		4				10	\$385
3.3.B.E - BMP Details					2	4		16		8				30	\$1,118
3.3.C - Traffic Control															
3.3.C.A - Pavement Marking Plan		4			2	8		20		8				38	\$1,341
3.3.C.D - Signing Plan		4			2	4		16		4				26	\$909
3.3.E - Maintenance of Traffic															
3.3.E.A - MOT General Notes			2		2	8		4						16	\$578
3.3.E.E - MOT Typical Sections			2		2	4		20		32				40	\$1,381
3.3.E.F - MOT Plan Sheets			2		4	24		60		80				110	\$4,087
3.3.J - Utilities															
3.3.J.A - Utility Coordination and Documentation			2		8	16		60						86	\$3,180
3.3.J.B - Water Works Plan		8			4	16		60						88	\$2,972
3.3.J.C - Water Works Details & Notes		2			16	32		32						48	\$1,844
3.3.K - Geotechnical Services															
3.3.K.A - Finalize Geotechnical Investigation and Report			2		2									4	\$241
TOTAL 3.3 - Stage 2		101	18	36	176	258	388	0	36	60	120	0	0	1282	\$45,919

3.4 - Right of Way Plans

3.4.B - Preliminary Right of Way Plans															
3.4.B.A - Legend Sheet										3		2		5	\$166
3.4.B.B - Centerline Survey Plat										4		12		16	\$516
3.4.B.C - Property Map										8		8		16	\$424
3.4.B.D - Summary of Additional Right of Way										8		20		28	\$1,520
3.4.B.E - Detailed ROW Plan Sheets										16		140		156	\$3,720

C-R-S		PROPOSAL LABOR SUMMARY											Version Feb 2017	
MED-West Smith Rd, Phase 4														
Consultant: American Structurepoint														
Agreement No. [enter]														
Modification No. 113540														
Proposal Date 8/18/20														
Task Description		No. of Units	Sr. Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Sr. CAD/Technician	Sr. Environmental Specialist	Staff Scientist	Registered Land Surveyor	Staff Surveyor	Survey Error Member	Hours	Cost
3.4.B.G - Legal Descriptions and Closure Calculations			\$68.00	\$52.50	\$39.00	\$31.00	\$18.00	\$52.50	\$17.00	\$50.00	\$28.00	\$30.00	140	\$4,536
3.4.B.H - Right-of-Way Acquisition Estimate						4				4			8	\$274
3.4.B.I - Field Review											12		12	\$396
3.4.C - Final Right of Way Plans										8	40		48	\$1,510
3.4.C.A Final Right of Way Plans											8		8	\$274
3.4.C.B- Field Review & Verify Property Owners											6		6	\$188
3.4.C.C - Record Certificate Plat and all appropriate documents											2		2	\$756
3.4.C.D - Set R/W Pins after acquisition											2	20	24	\$756
TOTAL 3.4: Right of Way Plans			70	60	40	4	0	0	0	75	50	20	161	\$5,162.00
3.5 - Prepare Environmental Document													22	\$1,119
3.5.A - Prepare Environmental Document													22	\$1,119
TOTAL 3.5: Prepare Environmental Document			0	0	0	0	0	0	0	0	0	0	22	\$1,119
3.6 - Environmental Commitments and Plan Notes													6	\$271
3.6.A - Environmental Commitment Plan Notes													6	\$271
TOTAL 3.6: Environmental Commitments and Plan Notes			0	0	0	2	0	0	0	0	0	0	6	\$271
3.8 - Prepare Cost Estimates and Revise Milestones													32	\$1,253
3.8.A - Roadway/Interchange Costs													32	\$1,253
TOTAL 3.8: Prepare Cost Estimates and Revise Milestone			0	0	0	0	0	0	0	0	0	0	32	\$1,253
3.9 - Project Management for Environmental Engineering Phase													8	\$483
3.9.A - Meetings													8	\$483
3.9.B - General Oversight													50	\$3,050
TOTAL 3.9 - Project Management for Environmental Engineering Phase			34	20	0	0	0	0	0	0	0	0	58	\$3,577
TOTAL 3 Environmental Engineering Phase			57	131	268	524	292	10	50	75	302	20	1069	\$67,134.00
4 - Final Engineering and R/W Phase														
4.2 - Stage 3 Detailed Design Plans														
4.2.A - Quantities and Notes														
4.2.A.A - Pavement Subsummary			1	2	4	8	4						18	\$661
4.2.A.B - Drainage Subsummary			3	2	4	8	4						18	\$661
4.2.A.C - Roadway Subsummary			2	4	8	8	4						24	\$822
4.2.A.E - Maintenance of Traffic Subsummary			1	2	4	4							10	\$385
4.2.A.F - Pavement Marking Subsummary			1	1	2	2							5	\$193
4.2.A.G - Signing Subsummary			2	1	2	2							7	\$258
4.2.A.M - General Summary sheet			3	4	8	24							48	\$1,714
4.2.A.P - General Notes			4			3							10	\$376
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)			1		2	8	4						14	\$479
4.2.C - Signing Plans													30	\$1,051
4.2.C.A - Signing Plans			4	2	4	16	8						30	\$1,051
4.2.D - Miscellaneous													8	\$541
4.2.D.A - Obtain Railroad Agreement				8									8	\$541
4.2.D.C - Project Site Plan			1	2	4								6	\$211
TOTAL 4.2: Stage 3 Detailed Design Plans			10	20	52	68	31	10	0	0	0	0	129	\$7,293
4.3 - Prepare Cost Estimates and Revise Milestones														
4.3.A - Roadway/Interchange Costs													38	\$655
TOTAL 4.3: Prepare Cost Estimates and Revise Milestone			0	0	0	0	0	0	0	0	0	0	38	\$655
4.4 - Final Plan Package														
4.4.A - Submission of Final Tracings and Documentation													40	\$1,076
TOTAL 4.4: Final Plan Package			2	8	8	14	8						40	\$1,076
4.5 - Project Management for Final Engineering and Right of Way Phase														
4.5.A - Meetings													8	\$182
4.5.B - General Oversight													44	\$3,140
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase			44	12	0	0	0	0	0	0	0	0	56	\$3,622
4.6 - Pre-Bid Activities														
4.6.A - Pre-Bid Questions													16	\$448
TOTAL 4.6: Pre-Bid Activities			0	0	0	0	0	0	0	0	0	0	16	\$448
TOTAL 4 Environmental Engineering Phase			60	50	72	110	37	0	0	0	0	0	122	\$7,897.00
TOTAL 4 Construction Phase			0	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL AUTHORIZED PARTS			220	319	562	1006	518	45	114	123	432	276	3615	\$136,462.00
IF AUTHORIZED TASKS:														
Planning Phase														
[enter]													0	\$0
[enter]													0	\$0
[enter]													0	\$0
TOTAL: Planning Phase			0	0	0	0	0	0	0	0	0	0	0	\$0.00
Preliminary Engineering Phase														
3.2.1 - Phase I Cultural Resource History/Architecture Survey													2	\$105
3.2.K - Signal Plans													6	\$219
[enter]													0	\$0
TOTAL: Preliminary Engineering Phase			0	2	0	4	0	2	0	0	0	0	8	\$324.00
Environmental Engineering Phase														
3.3.D.A - Signal Plan Sheets													22	\$733
3.3.J.D - Sanitary Sewer Plans													80	\$1,460
TOTAL: Environmental Engineering Phase			0	2	0	4	0	0	0	0	0	0	102	\$2,193.00
Final Engineering Phase														
[enter]													0	\$0
[enter]													0	\$0
[enter]													0	\$0
TOTAL: Final Engineering Phase			0	0	0	0	0	0	0	0	0	0	0	\$0.00
Construction Engineering Phase														
5.1.A - On-going Services During Construction													60	\$2,714
[enter]													0	\$0
[enter]													0	\$0
TOTAL: Construction Engineering Phase			0	20	16	16	0	0	0	0	0	0	60	\$2,714.00
IF-AUTHORIZED TASKS:			8	24	16	116	4	2	0	0	0	0	170	\$8,281.00
GRAND TOTAL			228	343	578	1122	522	47	114	123	432	276	3785	\$142,743.00



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Section 4: Direct Costs

C-R-S		MED-West Smith Rd, Phase 4	DIRECT COSTS										Version: Feb 2017
Consultant:		American Structurepoint	Mileage	Room/Night	Day	Lump	Lump	(unit)	(unit)	(unit)	(unit)	Total	
Agreement No.		[enter]											
Modification No.		[enter]											
PID No.		112540											
Proposal Date		8/18/2020											
Task Description		Unit Cost:	Mileage	Logging	Per Diem	Feed/Mealing - RR Permits	Public Notification Letter: Mealing	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total	
4.5.B - General Oversight			\$0.58	\$190.00	\$40.00	\$75.00	\$125.00					\$0.00	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		200		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.00	
4.6 - Pre-Bid Activities												\$0.00	
4.6.A - Pre-Bid Questions												\$0.00	
TOTAL 4.6 - Pre-Bid Activities		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL - Final Engineering Phase		200		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.00	
TOTAL - Construction Phase		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL AUTHORIZED PARTS		3560		\$24.00	\$31.00	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,607.00	
IF-AUTHORIZED TASKS:													
Planning Phase												\$0.00	
[enter]												\$0.00	
[enter]												\$0.00	
[enter]												\$0.00	
TOTAL - Planning Phase		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Preliminary Engineering Phase												\$0.00	
2.2.1 - Phase I Cultural Resource History/Architecture Survey												\$0.00	
2.7.K - Signal Plans												\$0.00	
[enter]												\$0.00	
TOTAL - Preliminary Engineering Phase		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Environmental Engineering Phase												\$0.00	
3.3.D.A - Signal Plan Sheets												\$0.00	
3.3.J.D - Sanitary Sewer Plans												\$0.00	
TOTAL - Environmental Engineering Phase		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Final Engineering Phase												\$0.00	
[enter]												\$0.00	
[enter]												\$0.00	
[enter]												\$0.00	
TOTAL - Final Engineering Phase		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Construction Engineering Phase												\$0.00	
5.1.A - On-going Services During Construction												\$0.00	
[enter]												\$0.00	
[enter]												\$0.00	
TOTAL - Construction Engineering Phase		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
IF-AUTHORIZED TASKS:		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL		3560		\$24.00	\$31.00	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,607.00	



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Section 5:
Sub-Consultant: Resource International Fee Proposal



RESOURCE INTERNATIONAL, INC.

6350 Presidential Gateway
Columbus, Ohio 43231
Ph: 614.823.4949

August 14, 2020

Mr. Mike Raubenolt, P.E.
Group Leader - Road Department
American Structurepoint, Inc.
2550 Corporate Exchange Dr., Suite 300
Canal Winchester, OH 43231

**Re: Cost Proposal – Subgrade Exploration
MED-W. Smith Road Reconstruction, Phase IV
Medina, Ohio
ODOT PID No. 112540
City of Medina Project No. 1025
Rii Proposal No. 20-W205**

Mr. Raubenolt:

Pursuant to your request, Resource International, Inc. (Rii) is pleased to submit, for your review and consideration, this cost proposal to perform a subgrade exploration for the proposed improvements to West Smith Road in Medina, Ohio as part of Phase IV of the project.

We sincerely appreciate the opportunity to submit this proposal, and look forward to working with you on this project. If you have any questions regarding our proposal, please contact us.

Sincerely,

RESOURCE INTERNATIONAL, INC.

Michael D. Kennedy, P.E.
Project Manager

Jonathan P. Sterenberg, P.E.
Vice President – Geotechnical Services

Planning

Engineering

Construction
Management

Technology

ISO 9001: 2015 QMS

Committed to providing a high quality,
accurate service in a timely manner

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OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

MED-W. Smith Road Reconstruction, Phase IV
112540

Pavement repair project on West Smith Road in Medina, Ohio, including new curb and sidewalk and water and sewer improvements. Rii proposes eleven (11) borings to 7 feet each (6 feet below pavement structure). Four (4) of these borings will be extended to 10 feet each for the water/sewer improvements

Resource International, Inc.

Prepared By: Michael D. Kennedy, P.E.

Date prepared: August 14, 2020

Resource International, Inc.
6350 Presidential Gateway
Columbus, Ohio 43231

Phone: 614.823.4949 Fax: 614.823.4990
michaelk@resourceinternational.com

GEOTECHNICAL EXPLORATION PROPOSAL COST SUMMARY

C/R/S : MED-W. Smith Road Reconstruction, Phase IV Overhead Percentage = 133.88%

PID NO.: 112540 ODOT Statewide Percentage for Net Fee = 157.26%

CONSULTANT: Resource International, Inc. Net Fee Percentage = 11.00%

DATE: August 14, 2020 Cost of Money = 0.59%

Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	\$48.67	3	\$146	\$195	\$1			\$41	\$383	
Field Reconnaissance	\$38.00	8	\$304	\$407	\$2			\$86	\$799	
Exploration Plan	\$33.00	3	\$99	\$133	\$1	\$256	\$0	\$28	\$517	
Subtotal	Avg. Rate	14	\$549	\$735	\$4	\$256	\$0	\$155	\$1,699	8%
FIELD COORDINATION										
Field Coordination	\$41.00	3	\$123	\$165	\$1	\$0		\$35	\$324	2%
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0	0%
Subtotal	Avg. Rate	3	\$123	\$165	\$1	\$0	\$0	\$35	\$324	
FIELD EXPLORATION										
Subtotal									\$8,491	40%
LABORATORY TESTING										
Subtotal									\$6,647	31%
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	\$46.17	35	\$1,616	\$2,164	\$10	\$0		\$457	\$4,247	
Bridge	\$0.00	0	\$0	\$0	\$0			\$0	\$0	
Other Structures (describe)	\$0.00	0	\$0	\$0	\$0			\$0	\$0	
Geohazard (describe)	\$0.00	0	\$0	\$0	\$0			\$0	\$0	
Stage 2 Plan Review	\$0.00	0	\$0	\$0	\$0			\$0	\$0	
Final Plan Review	\$0.00	0	\$0	\$0	\$0			\$0	\$0	
Subtotal	Avg. Rate	35	\$1,616	\$2,164	\$10	\$0	\$0	\$457	\$4,247	20%
Total	Avg. Rate	62	\$2,288	\$3,064	\$15	\$256	\$0	\$647	\$21,408	Cost per foot
GRAND TOTAL ALL PARTS									\$21,408	\$241

GEOTECHNICAL EXPLORATION PROPOSAL

LABOR HOURS

C/R/S : MED-W. Smith Road Reconstruction, Phase IV

PID NO.: 112540

CONSULTANT: Resource International, Inc.

DATE: August 14, 2020

HOURLY RATES
Personnel Category
 Manager, P.E. \$76.00
 Project Engineer, P.E. \$61.00
 Staff Engineer \$47.00
 CADD Technician \$26.00
 Field Supervisor \$38.00
 Technician \$35.00
 Geologist \$38.00
 Secretary \$21.00

Salary Rate
 \$76.00
 \$61.00
 \$47.00
 \$26.00
 \$38.00
 \$35.00
 \$38.00
 \$21.00

HOURS BY PERSONNEL CATEGORY

Task	Project Engineer		Staff Engineer		CADD Technician		Field Supervisor		Technician		Geologist		Secretary		Total Hours	Labor Costs
	Manager	Engineer	Engineer	Engineer	Technician	Technician	Supervisor	Supervisor	Technician	Technician	Geologist	Geologist	Secretary	Secretary		
RECONNAISSANCE AND PLANNING																
Office Reconnaissance	0	1	1	1	0	0	0	0	0	0	1	0	0	0	3	\$146
Field Reconnaissance	0	0	0	0	0	0	8	0	0	0	0	0	0	0	8	\$304
Exploration Plan	0	0	1	1	2	0	0	0	0	0	0	0	0	0	3	\$99
Subtotal	0	1	2	2	2	2	8	0	0	0	1	0	0	0	14	\$549
FIELD COORDINATION																
Field Coordination	0	0	1	1	0	0	2	0	0	0	0	0	0	0	3	\$123
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Subtotal	0	0	1	1	0	0	2	0	0	0	0	0	0	0	3	\$123
GEOTECHNICAL EXPLORATION REPORT																
Subgrade and Roadway	0	8	16	16	3	0	0	2	6	0	0	0	0	0	35	\$1,616
Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Other Structures (describe)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Geohazard (describe)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Stage 2 Plan Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Final Plan Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Subtotal	0	8	16	16	3	0	0	2	6	0	0	0	0	0	35	\$1,616
LABOR TOTAL ALL PARTS																
Total	0	9	19	19	5	10	2	7	0	0	0	0	0	0	52	\$2,288

GEOTECHNICAL EXPLORATION PROPOSAL FIELD EXPLORATION

C/R/S : MED-W. Smith Road Reconstruction, Phase IV
 PID NO.: 112540
 CONSULTANT: Resource International, Inc.
 DATE: August 14, 2020

Task	Quantity	Unit	Unit Cost	Cost	Task Description
Mobilization/Demobilization	1	lump	\$1,000.00	\$1,000	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.
Subtotal				\$1,000	
Traffic Maintenance					
Typical Application No.	TA-10	2	days	\$1,800.00	\$3,600
Typical Application No.			days		\$0
Railroad Traffic Control			days		\$0
Subtotal				\$3,600	
Subsurface Exploration					
Hand Sampling					
Method Description		feet			\$0
Method Description		feet			\$0
Test Pits		each			\$0
Pavement/Bridge Deck Coring					
Core Diameter		4 in.			
Core Diameter		5 each	\$100.00	\$500	
Core Diameter		in.			\$0
Truck/ATV/Trailer Mounted Rotary Drilling					
Number of Drill Rig Days		2	days		
Total Soil Footage (ft)		84	42 ft/day		
Total Rock Footage (ft)		5	3 ft/day		
No Sampling		0	feet	\$18.50	\$0
5-ft SPT		0	feet	\$20.00	\$0
2.5-ft SPT		7	feet	\$24.00	\$168
Continuous SPT		77	feet	\$27.00	\$2,079
Undisturbed Samples		0	each	\$60.00	\$0
Rock Coring		5	feet	\$50.00	\$250
Permanent Borehole Sealing		89	feet	\$6.00	\$534
Skid Drilling					
Number of Drill Rig Days		0	days		
Total Soil Footage (ft)		0	0 ft/day		
Total Rock Footage (ft)		0	0 ft/day		
No Sampling			feet		\$0
5-ft SPT			feet		\$0
2.5-ft SPT			feet		\$0
Continuous SPT			feet		\$0
Undisturbed Samples			each		\$0
Rock Coring			feet		\$0
Permanent Borehole Sealing			feet		\$0
Barge Drilling					
Number of Drill Rig Days		0	days		
Total Soil Footage (ft)		0	0 ft/day		
Total Rock Footage (ft)		0	0 ft/day		
5-ft SPT			feet		\$0
2.5-ft SPT			feet		\$0
Continuous SPT			feet		\$0
Undisturbed Samples			each		\$0
Rock Coring			feet		\$0
Permanent Borehole Sealing			feet		\$0
Barge			days		\$0
Other Exploratory Methods					
Method Description			days		\$0
Method Description			days		\$0
In-situ Testing					
Test:			days		\$0
Test:			days		\$0
Installation/Reading of Geotechnical Instruments					
Open Standpipe Piezometer			feet		\$0
Monitoring Well			feet		\$0
Inclinometer			feet		\$0
Misc (describe)			each		\$0
Instrument Readings			trips		\$0
Subtotal				\$3,531	
Direct Costs					
Drill Crew Meals and Lodging		1	day	\$380.00	\$380
Mileage		0	mile	\$0.52	\$0
Subtotal				\$380	
FIELD EXPLORATION TOTAL ALL PARTS				Total	\$8,491

GEOTECHNICAL EXPLORATION PROPOSAL

LABORATORY TESTING

C/R/S : MED-W, Smith Road Reconstruction, Phase IV

PID NO.: 112540

CONSULTANT: Resource International, Inc.

DATE: August 14, 2020

Soil Testing	Test		Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
	AASHTO	ASTM	AASHTO	ASTM					
Complete Classification	Multiple	Multiple			30	each	\$173	\$5,190	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
Water Content Test and Visual Description	T265	D2216			20	each	\$174	\$280	Visual Description per SGE Section 602
Particle Size Analysis - Sieve Only	T88	D422					\$72	\$0	As modified per SGE Section 603.3
Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422					\$99	\$0	As modified per SGE Section 603.3
Liquid Limit Test	T89	D4318					\$44	\$0	As modified per SGE Section 603.3
Plastic Limit Test	T90	D4318					\$41	\$0	As modified per SGE Section 603.3
Organic Content by Loss on Ignition	T267	D2974					\$54	\$0	
Soil Unconfined Compression Test	T208	D2166					\$66	\$0	
Unconsolidated-Undrained Triaxial Compression Test	T296	D2650					\$181	\$0	
Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767					\$1,004	\$0	
One-Dimensional Consolidation Test	T216	D2435					\$575	\$0	
Specific Gravity Test	T100	D854					\$69	\$0	
Direct Shear Test	T236	D3080					\$552	\$0	
Sulfate Content in Solids, Colorimetric Method	ODOT S1122	NA			11	each	\$107	\$1,177	
Misc. (Identify test)					0			\$0	Identify the test and test method for any tests not listed above
Misc. (Identify test)					0			\$0	Identify the test and test method for any tests not listed above
Subtotal								\$6,647	

Rock Testing	Test		Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
	AASHTO	ASTM	AASHTO	ASTM					
Unconfined Compressive Strength of Intact Rock Core Specimen	NA		D7012, Method C		0	each	\$104	\$0	
Slake Durability of Shales and Similar Weak Rocks	NA		D4644		0	each	\$240	\$0	
Determination of the Point Load Strength Index of Rock	NA		D5731		0	each	\$69	\$0	
Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA		D7012, Method D		0	each	\$278	\$0	
Misc. (Identify test)					0			\$0	Identify the test and test method for any tests not listed above
Misc. (Identify test)					0			\$0	Identify the test and test method for any tests not listed above
Misc. (Identify test)					0			\$0	Identify the test and test method for any tests not listed above
Subtotal								\$0	

LABORATORY TESTING TOTAL ALL PARTS

Total

\$6,647

GEOTECHNICAL EXPLORATION PROPOSAL

DIRECT COSTS

C/R/S : MED-W. Smith Road Reconstruction, Phase IV

PID NO.: 112540

CONSULTANT: Resource International, Inc.

DATE: August 14, 2020

Task	Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING				
Site Photographs	0		\$25.00	\$0.00
GPS Equipment	1		\$100.00	\$100.00
Mileage	300		\$0.52	\$156.00
			Subtotal	\$256.00
FIELD COORDINATION				
Field Coordination				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.52	\$0.00
Permits	0	each	\$0.00	\$0.00
Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
Site Restoration (not including Dozer)	0	site	\$0.00	\$0.00
Railroad Permits	0	each	\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
			Subtotal	\$0.00
Logging (If drilling is subcontracted)				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.52	\$0.00
Other (describe)	0		\$0.00	\$0.00
			Subtotal	\$0.00
			Subtotal	\$0.00
GEOTECHNICAL EXPLORATION REPORT				
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
			Subtotal	\$0.00
DIRECT COSTS TOTAL ALL PARTS			Total	\$256.00

PROPOSED OVERHEAD AND COST OF MONEY RATES

The Ohio Department of Transportation (ODOT) Statewide Percentage for Net Fee for this cost proposal is 157.26% for geotechnical work. The ODOT approved overhead percentage for Rii geotechnical services is 133.88%, and the cost of money rate for this proposal is 0.5941%. These rates are in accordance with the ODOT Overhead Audit Report for fiscal year ending January 31, 2019, and effective September 3, 2019.

PROJECT NARRATIVE

The following scope of services and cost proposal has been prepared in accordance with information provided by Mr. Mike Raubenolt with American Structurepoint. Based on the information provided and our email correspondence, Rii understands that Phase IV of the West Smith Road Improvements project will include complete replacement of the existing pavement, along with construction of new curb and sidewalks. Additionally, the proposed work will include improvements to existing water and storm utilities. It is understood that the proposed improvements along West Smith Road will extend for approximately 4,000 linear feet, between the S. State Road and S. Court Street intersections. This proposal considers that the proposed improvements do not include any significant grade changes, and that the proposed inverts for the sewer and water improvements will be relatively shallow (i.e. less than 7 feet below ground surface).

This proposal has been prepared in general accordance to the July 2020 Ohio Department of Transportation (ODOT) Specifications for Geotechnical Exploration (SGE). Based upon the information provided with the RFP, a subsurface exploration would be performed for the proposed improvements. Rii proposes an exploration program consisting of eleven (11) soil borings, and five (5) pavement cores.

This proposal is prepared based on the consideration that all soils and groundwater are free of hazardous materials and/or petroleum products, and no personal protective equipment (PPE) will be necessary beyond which is required for the drilling operations (EPA Level D). If any such conditions are encountered during the field investigation, the client will be notified immediately, and the field program will be stopped until corrective actions can be performed.

A. Reconnaissance and Planning

1. Upon receiving authorization to proceed, Rii will retain any and all necessary permits for work within the right-of-way of the proposed project limits.
2. Rii personnel will field locate all borings using white ribbon on wood lath and/or white paint on the pavement. Field location of all boring locations shall be performed at least two (2) days prior to drilling operations. During the field reconnaissance, Rii personnel will document existing site conditions and map



all boring locations. Rii utilizes a handheld GPS unit delivering sub-foot accuracy to locate soil borings. Rii will notify the City a minimum of 24 hours prior to any site visit.

3. Rii will contact the Ohio Utility Protection Service (OUPS) at least 48 hours prior to drilling, as a standard precautionary measure for locating site utilities at the boring locations. It is requested that American Structurepoint and the City of Medina supply Rii any available utility information they may have with respect to the site and the proposed boring locations prior to the execution of the field work.
4. This proposal considers that each of the boring locations will be accessible to a truck mounted drill rig and that access will be granted at the time of notice to proceed.

B. Drilling Program

1. A boring program consisting of eleven (11) borings advanced to a minimum depth of 6.0 feet below the proposed subgrade elevation, anticipated to begin immediately below the existing aggregate base. For the purposes of this proposal, it is considered that the existing pavement thickness, including base materials, is approximately 12 to 18 inches thick, and therefore, a boring depth of 7.0 feet has been considered for the pavement borings. The borings will be drilled and sampled in general accordance with current ODOT SGE guidelines within the existing right-of-way. Each of the soil borings will be sampled continuously to a depth of 6 feet below the existing pavement and aggregate base. Additionally, four (4) of the borings will be extended to a depth of 10.0 feet below the existing ground surface. These borings will be sampled at 2.5-foot intervals to the completion depth. A preliminary boring plan is enclosed with this proposal.

Based on a cursory review of geological literature, it is anticipated that shale bedrock is present in this area at depths of approximately 5 to 30 feet beneath the existing ground surface. If auger refusal on bedrock is encountered in the borings prior to reaching the proposed invert elevation of the sewer and water line improvements, a 5-foot run of rock core will be attempted in one (1) of the boring locations to confirm the presence of bedrock and for evaluation of the conditions. For the purposes of this proposal, a total of 84.0 feet of soil and 5.0 feet of rock is estimated.

2. A truck mounted drill rig, with continuous flight, hollow-stem augers will be utilized to advance the borings.



3. Coring of the existing pavement will be performed in five (5) boring locations to determine the existing pavement buildup. The cores will be procured using a 4-inch diameter, thin-walled coring bit, and the underlying aggregate subbase will be carefully measured at each location.
4. Traffic control will be provided during the execution of the drilling program, in accordance with the ODOT "Manual of Uniform Traffic Control Devices for Streets and Highways". At a minimum, lane closures will be necessary where obtaining the soil borings within the travel lanes; therefore, traffic control will be provided by signs, cones and flaggers.
5. Based on the available information, it is understood that the project alignment crosses an existing railroad. For the purposes of this proposal, it is assumed that all boring will be performed outside of the railroad right-of-way, and, therefore, will not require additional traffic control, safety training, or permitting from the railroad.
6. Record groundwater observations during the drilling process, and measure the water level in the borings (if encountered) upon completion.
7. The boreholes will be backfilled with a mixture of bentonite hole plug and soil cuttings generated during the drilling process in accordance with the ODOT policy for sealing boreholes. Care will be taken to ensure that the boreholes do not settle and create dangerous voids. Soil borings and pavement cores performed within the existing pavement will be patched with an equivalent thickness of either fast set concrete or cold mix asphalt.
8. Rii field crews will exercise caution to minimize ground damage during the field work and will make reasonable efforts to repair the work areas upon completion.

C. Testing Program

In the laboratory, all samples will be visually classified and tested according to ODOT guidelines. All pavement cores will be visually classified and the core thickness will be carefully measured. Observations will include the thickness and composition of each lift of asphalt. Laboratory testing of representative soil samples will be performed in accordance with ASTM / AASHTO procedures to classify existing soils according to the ODOT classification system and to estimate engineering properties of importance in determining foundation design and construction considerations. The expected tests to be performed and the estimated quantities are presented in the attached Proposal for the Geotechnical Exploration – Laboratory Testing (Page 5). Soil samples and rock cores will be retained until ODOT acceptance of the Stage 2 plans, unless otherwise directed.



D. Report

Engineering evaluation and analysis shall be performed, and a report prepared and delivered to include the following:

1. Geology of the site including geological surface features, a description of topography, drainage conditions and surface vegetation.
2. Boring plan depicting the site characteristics and boring location(s).
3. Descriptions of field explorations and laboratory testing programs
4. Boring log(s) with laboratory test results.
5. Pavement subgrade design parameters consisting of a representative design CBR value for the proposed soil subgrade, based on correlation charts. Recommendations will be given for the expected need for subgrade stabilization, based on the conditions encountered during this drilling program, and the most suitable (effective) method. Areas requiring stabilization will be tabulated in the report as detailed in ODOT GB1.
6. Recommendations will be provided for pipe support, as well as backfill material, for the proposed utility improvements. For the purposes of this proposal, it is assumed that the proposed utility improvements will be performed utilizing open excavation, and, therefore, recommendations for trenchless methods are excluded.
7. Groundwater conditions as encountered in the boring(s) and recommendations for its control.
8. Any potential problematic soil conditions that might be troublesome during construction.
9. Soil related construction considerations, including fill specifications and excavation requirements.

The Geotechnical Exploration will be performed and a draft electronic copy will be submitted for review. After review, a final version will be completed and submitted electronically and in hard copy formats.

This proposal considers that soil plan and profile sheets will not be required.



COST ESTIMATE AND TIME SCHEDULE

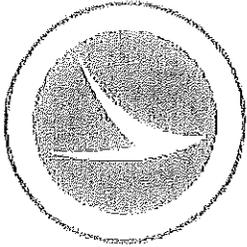
The estimated cost of performing the subsurface exploration for the subject project, as presented in the Scope of Services, is not-to-exceed **\$21,408.00**.

Should subsurface conditions be encountered during the fieldwork that indicate additional or special sampling/drilling and/or special testing or analyses are required, we will contact you for approval prior to proceeding.

The fieldwork is expected to take two (2) days for completion, depending on any work hour restrictions imposed by the permits. Following authorization to proceed, drilling would commence within two (2) weeks of receiving the necessary road occupancy permits, and a draft report would be submitted within four (4) weeks of fieldwork completion. Upon review of the draft report, a final version will be returned within one (1) week of receiving comments.

This proposal, schedule and included fee are valid for a period of no more than sixty (60) days from the date of submission.





OHIO DEPARTMENT OF TRANSPORTATION

Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223

614-466-7170

transportation.ohio.gov

Cognizant Review Certificate No. 02462019-SPG-01CR

September 3, 2019

Dominic Maxwell
Chief Financial Officer
Resource International, Inc.
6350 Presidential Gateway
Columbus, OH 43231

Dear Mr. Maxwell:

We have performed a cognizant review of the audit and supporting workpapers of the Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule) of your firm for the year ended January 31, 2019 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Whalen & Company, CPAs and Consultants. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion. We recommend acceptance of the following rates, computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate	133.88%
Facilities Capital Cost of Money (FCCM) Rate	0.5941%

Additionally, according to your company's established allocation methodology, project-related overtime premium is allowable as a direct charge to applicable contracts.

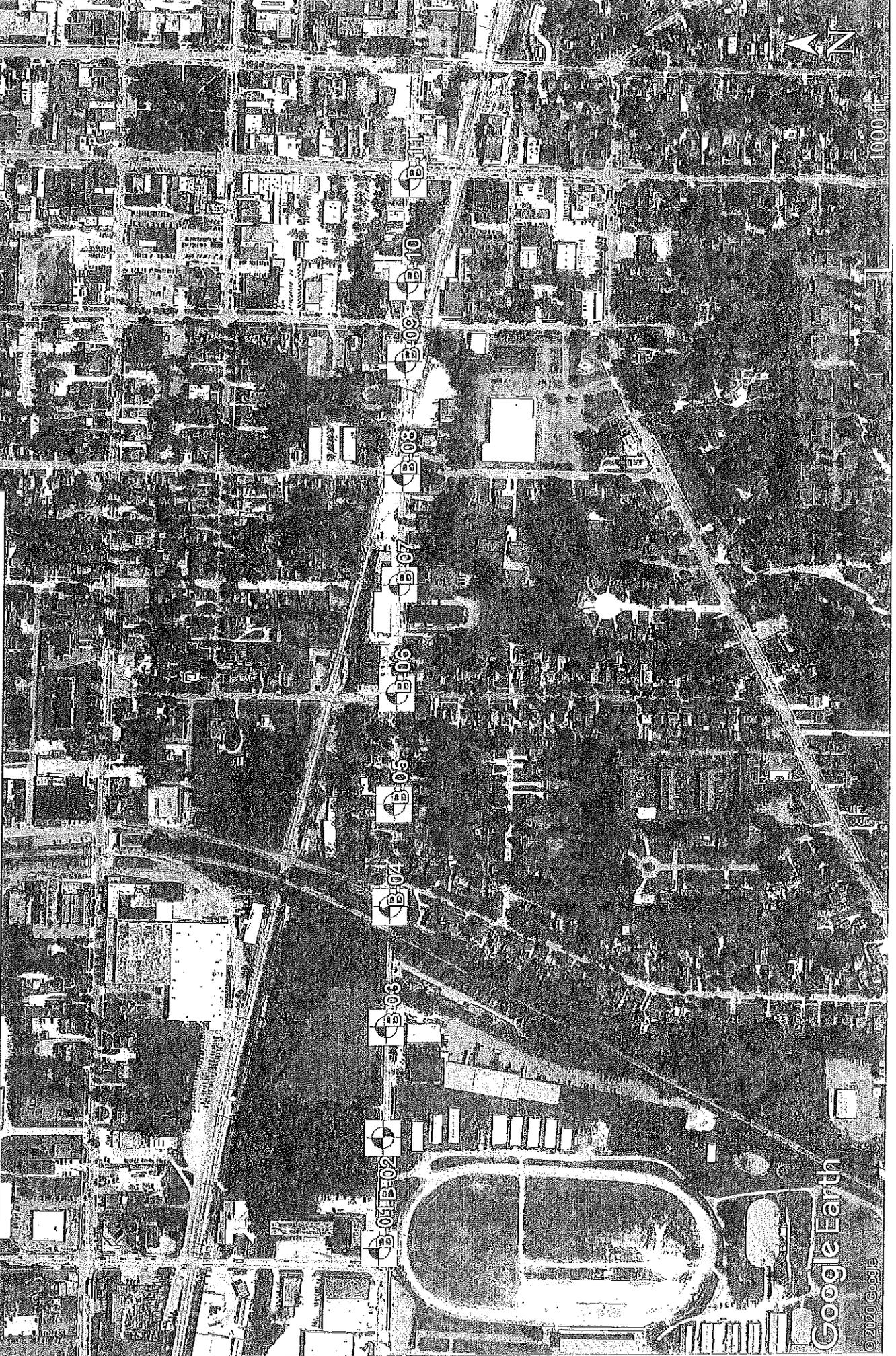
Thank you for your assistance during our review.

Respectfully,

Gregory Stephens
External Audit Manager
Division of Finance
Office of External Audits

**West Smith Road Phase IV Improvements
Preliminary Boring Plan
Rii Proposal No. 20-W205
August 12, 2020**

Legend
4 Proposed Rii Boring



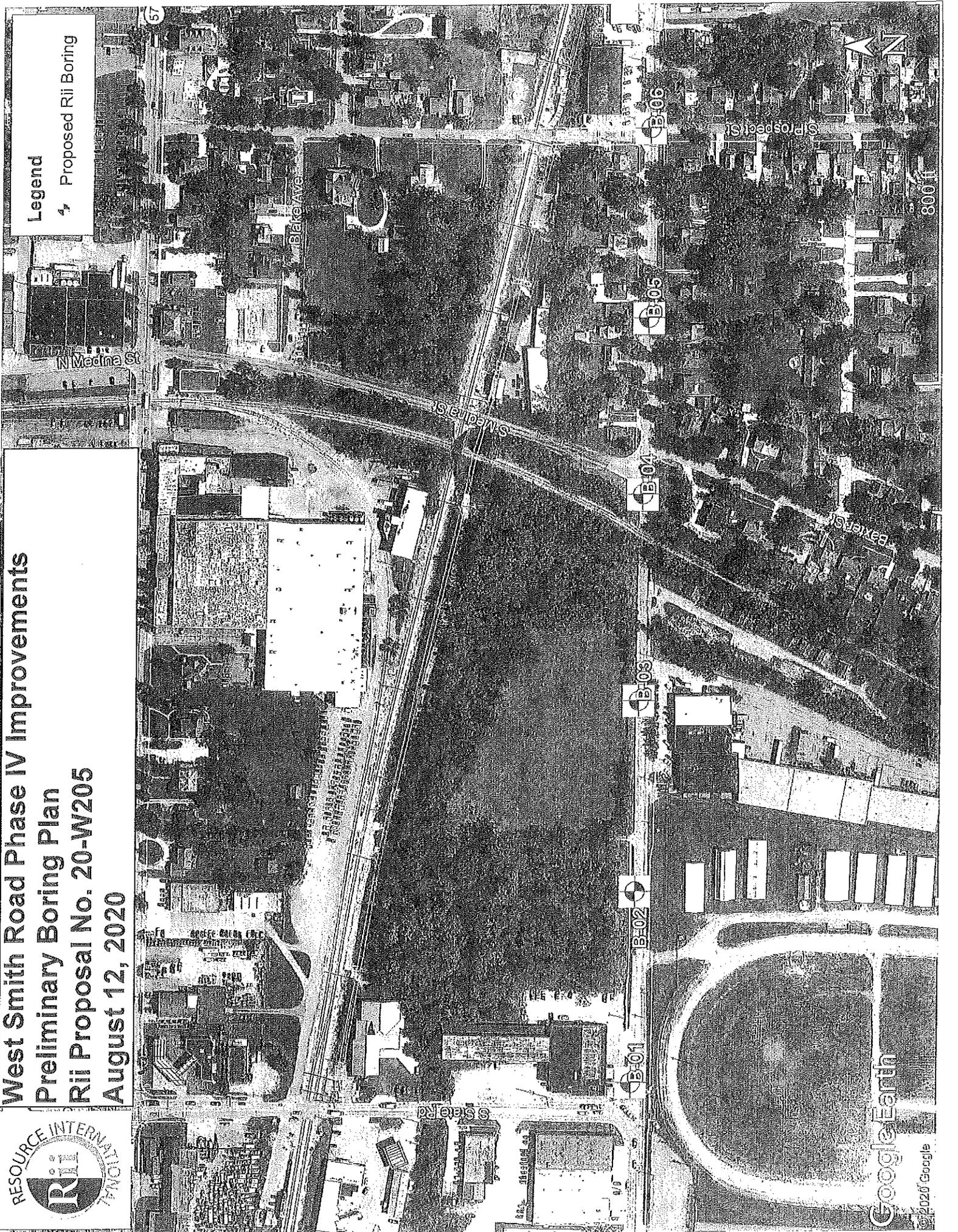
Google Earth

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West Smith Road Phase IV Improvements Preliminary Boring Plan Rii Proposal No. 20-W205 August 12, 2020

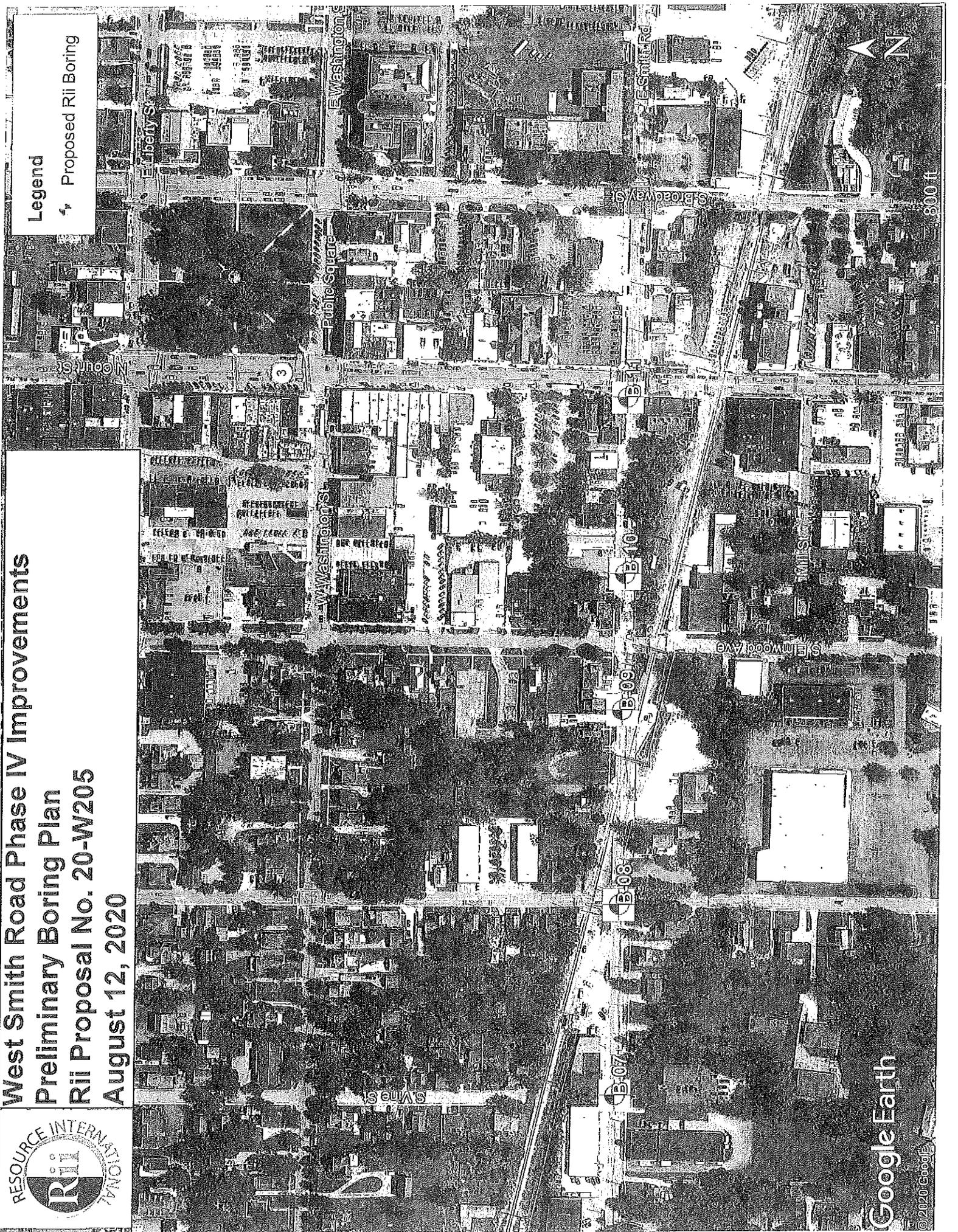
Legend
➤ Proposed Rii Boring





**West Smith Road Phase IV Improvements
 Preliminary Boring Plan
 Rii Proposal No. 20-W205
 August 12, 2020**

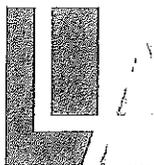
Legend
 4 Proposed Rii Boring





AMERICAN
STRUCTUREPOINT
INC.

Section 6:
Sub-Consultant: Lawhon and Associates Fee Proposal



Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton
Cincinnati

August 12, 2020

Mr. Richard M. Paul
American Structurepoint
2550 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231

Re: West Smith Road, Medina, Ohio

Dear Mr. Paul:

Lawhon & Associates, Inc. (L&A) is pleased to support American Structurepoint for the West Smith Road project. Our proposal includes the following task:

Phase I History/Architecture Survey (if authorized) – At this time, it is not known whether ODOT will require cultural resources studies for the project. If required and authorized, L&A will provide a Phase I History/Architecture Survey for the specified project limits per ODOT's Cultural Resources Manual. The report will be provided electronically for submission.

The fee estimate is enclosed. Please let me know if you have any questions.

Sincerely,

Susan S. Daniels, PE, AICP
Principal, Director of NEPA/Planning Services

Proposal Cost Summary

C/R/S : MED-W. Smith Road
 PID: 112540

Overhead Percentage 166.46%
 Avg OH rate 157.26%
 Net Fee Percentage 11.00%
 Cost of money 1.34%

CONSULTANT: Lawnon & Associates, Inc.

DATE: 8/12/2020

Task - Description	Avg. Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Sub Cons.	Net Fee	Total Cost
A Phase I H/A	\$25.93	80	\$2,074	\$3,452	\$28	\$108	\$0	\$587	\$6,249
Total If Authorized Tasks	\$25.93	80	\$2,074	\$3,452	\$28	\$108	\$0	\$587	\$6,249

Proposed Labor Rates and Hours

C/R/S : MED-W. Smith Road
 PID: 112540

CONSULTANT: Lawhon & Associates, Inc.

DATE: 8/12/2020

<u>Category</u>	<u>Rate</u>	<u>Category</u>	<u>Rate</u>
PM	\$68.00	AH1	\$19.00
AH4	\$40.00	GIS	\$27.00
AH3	\$34.00	ES1	\$21.00
AH2	\$26.00	Admin	\$26.00

Task	Labor Hours by Category							Total Hours	Labor Costs
	PM	AH4	AH3	AH2	AH1	GIS	ES1		
A Phase I H/A	1	4	0	50	16	8	0	80	\$2,074

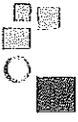
Non-Labor Direct Cost Summary

C/R/S : MED-W. Smith Road
PID: 112540

CONSULTANT: Lawhon & Associates, Inc.

DATE: 8/12/2020

Task	Phase / H/A	miles	mileage 0.45/mile	copies & postage	field supplies	equipment rental	hotel	per diem	Direct Costs
A	Phase I H/A	240	\$108	\$0	\$0	\$0	\$0	\$0	\$108



AMERICAN
STRUCTUREPOINT
INC.

Section 7:
Contract: EJCDC Document

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Medina, Ohio ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: West Smith Road – Phase IV Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's fee proposal dated August 18, 2020 ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

A. Owner shall pay Engineer for Services as follows:

1. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

B. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any, not to exceed \$____.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. a fee to be negotiated at the time such Additional Services are requested.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the

cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
 - 5. Upon payment in full of all fees due by Owner, all right, title, and interest in any documents, plans, drawings, or instruments of service shall vest solely in the Owner. Notwithstanding the foregoing, Engineer shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically created exclusively for the Owner in the performance of the services under this Agreement shall also remain the property of the Engineer.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **The Owner acknowledges the ongoing COVID-19 pandemic and agrees that Engineer's Compensation does not include any schedule or cost impacts that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Engineer shall be entitled to an equitable modification to this Agreement.**

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates
Engineer’s Proposal Letter dated August 18, 2020

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Medina, Ohio

Engineer: American Structurepoint, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

Address for Owner’s receipt of notices:
Pat Patton
132 N. Elmwood Avenue
Medina, Ohio 44256

Address for Engineer’s receipt of notices:
Willis R. Conner
9025 River Road, Suite 200
Indianapolis, Indiana 46240