

Resolution

Number 20-0429

Adopted Date March 12, 2020

HIRE EMALEE WILLIAMS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Emalee Williams as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective March 30, 2020 subject to a negative drug screen, background check and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
E. Williams' Personnel file
OMB-Sue Spencer

Resolution

Number 20-0430

Adopted Date March 12, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF EUGENE GUTERMUTH, WATER TREATMENT SYSTEM TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JULY 17, 2020

BE IT RESOLVED, to accept the resignation of Eugene Gutermuth, Water Treatment System Technician, within the Warren County Water and Sewer Department, effective July 17, 2020.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
E. Gutermuth's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0431

Adopted Date March 12, 2020

APPROVE PART-TIME WORK HOURS FOR TIM HUNSANKER, FRAUD INVESTIGATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Mr. Hunsaker met with the Director and discussed to continue to work for the department on a part-time basis; and

WHEREAS, the Director has requested to move Mr. Hunsanker to part-time – 32 hours per week with a schedule of Monday – Thursday, 7:00 a.m. to 4:00 p.m.; and

NOW THEREFORE BE IT RESOLVED, to approve part-time hours for Tim Hunsanker, Fraud Investigator, within Warren County Department of Job and Family Services, Human Services Division, effective pay period beginning March 13, 2020.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Tim Hunsanker's Personnel File
OMB – Sue Spencer
OMB – Tammy Whitaker

Resolution

Number 20-0432

Adopted Date March 12, 2020

APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH SEYFERTH BUILDING CO. FOR THE CONSTRUCTION OF THE LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT, PURCHASE ORDER NO. 19001035

WHEREAS, this Board on July 30, 2019 entered into a Contract with Seyferth Building Co. for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project; and

WHEREAS, at the recommendation of the Project Engineer, changes have been made to the contract including changes to the type of locks and changes to the fire wall separating the office area from the garage area as required by building codes; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 3 to the Contract with Seyferth Building Company increase Purchase Order No. 19001035 by \$8,855.00 and creating a new Contract and Purchase Order price in the amount of \$3,055,868.00.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.3 of the Contract with Seyferth Building Company for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Seyferth Building Co.
Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: March 6, 2020

Change Order Number 3

Project Name: Lower Little Miami WWTP Sewer Maintenance Building Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Change Format of Locks	\$1,800.00	
2	Fire Rated Wall Change	\$7,055.00	
Sums of the ADDITIONS & DELETIONS		\$8,855.00	\$0
TOTALS FOR THIS CHANGE ORDER		\$8,855.00	

Attachments:

- Attachment 1 – Change Format of Locks
- Attachment 2 – Fire Rated Wall Change

Original contract price \$3,024,300.00 .
Current contract price adjusted by previous change orders \$3,047,013.00.
The Contract price due to this change order will be increased/~~decreased~~.
The New contract price including this change order will be \$3,055,868.00

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Daphne Walter
Contractor's Signature

3.9.20
Date

Recommended By:

Chris Brandt
Warren Sanitary Engineer

3/10/2020
Date

[Signature]
Warren County Commissioner

3/12/20
Date

[Signature]
Warren County Commissioner

3/12/20
Date

[Signature]
Warren County Commissioner

3/12/20
Date

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 3

ATTACHMENT 1 – CHANGE FORMAT OF LOCKS

SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

March 4, 2020

Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Change Format of Locks
Reference to RFI #21
Job 290

Proposal #6

Dear Kathryn,

In regards to the above referenced project, we have the following sums to offer for switching from the spec'd Best SFIC lock system to match the existing system of Corbin Russwin LFIC locks. The cause / solution of this is described in RFI #21.

To give Warren County an idea of how the base bid would have been affected if the specs were written to include the Corbin Russwin LFIC (large format interchangeable cores) in lieu of Best SFIC (small format interchangeable cores), our base bid price would have increased by \$1,480.00 for the hardware scope.

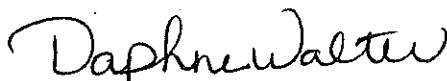
Since the hardware was submitted / approved / ordered per the specs and the format discrepancy wasn't found until later, we have additional costs to change out parts and make these corrections. It would now cost Seyferth Building Company the amount of \$2,133.00 (without markup) to convert to the Corbin Russwin LFIC system.

We would like to propose that a change order in the amount of **\$1,800.00** be issued to convert and match the existing Corbin Russwin LFIC system. Seyferth is willing to consume the difference between this and the actual cost as a good faith effort to get Warren County what it desires. We would be using AB Bonded Locksmiths for the cores and keying, so they would essentially work with Warren County directly to determine final keying and use the pinning, etc. that they already have on record for the WWTP property.

Please advise ASAP if you wish to proceed with this format change. It is our understanding that AB Bonded Locksmiths already have the correct cores in stock and would be ready to determine keying. We will need to order the cylinders ourselves though so that they are here in time for installation.

We trust the above meets with your needs.

Sincerely,



Daphne Walter
Controller

Where integrity is always at the foundation...



**SEYFERTH
BUILDING COMPANY**

6399 Morgan Road
Cleveland, OH 45002
Voice: (513) 353-9001
Fax: (513) 353-2256

Request For Information

RFI #: 21

Date: 3-02-2020

Number of Pages: 1

From: Daphne Walter

Project Name: Lower Little Miami WWTP Maintenance Building

Re: Keying System

Request:

As per our hardware supplier, we have a compatibility issue between the spec'd hardware and the existing system at other buildings on site.

We cannot key to match the existing system with the specified Best Access System. The specified system has a different cylinder format than the Corbin LFIC which you currently have. Corbin in itself isn't a problem; it's that the existing system was found to be LFIC (large format interchangeable core) and the spec'd system is SFIC (small format interchangeable core) which is much more common now-days and probably why it was spec'd. In order to convert the new hardware to work with the existing system, we would need to buy new/different cylinder housings and then we would need your Locksmith, AB Bonded Lock, to either provide us with keying information or have them do the keying directly for Warren Co. (This information is sometimes hard to get, as it is a security issue and so most Owners elect to work directly with a locksmith instead of through a contractor.)

The spec'd system is a completely functional system and we can still utilize the spec'd system without incurring any additional cost, the only difference is that the new building keying would be on it's own stand-alone system / keys since it's not interchangeable with the existing Corbin LFIC system. However, we would consider the spec'd system to be much more adaptable to coordinate with other future projects because it was spec'd as being SFIC, and SFIC can use multiple brands of cores, including Corbin. The LFIC cores are typically brand-specific shapes that don't interchange with each other.

Please review and advise how you would like us to proceed. We have not priced out any costs to switch to a LFIC system compatible with the existing one, but would be happy to get those costs if you want to proceed with matching the existing system.

Response:

The keying system needs to match the existing system. We will provide you with the keying information. Please determine the cost difference and provide to the County for review.

-Kathryn Gilbert 3/4/2020

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 3

ATTACHMENT 2 – FIRE RATED WALL CHANGE



SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

March 5, 2020

Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Fire Rated Wall Change
Reference to RFI #19
Job 290

Proposal #7

Dear Kathryn,

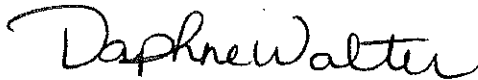
In regards to the above referenced project and reference to RFI #19 and your email dated 03/05/20, we submit the sum of \$7,055.00 to furnish all labor, materials and equipment to complete the work as per Doug Seyferth's sketch which has been approved by the Building Department.

This work includes the following items:

1. Cut and remove existing PEMB insulation.
2. Repair / seal edges of PEMB insulation.
3. Install metal stud pieces to purlins for additional support.
4. Install vapor barrier and fire safing into cavity.
5. Install drywall pieces into cavity on both sides of wall.
6. Fire tape drywall pieces.
7. Install 3M fire sealant.

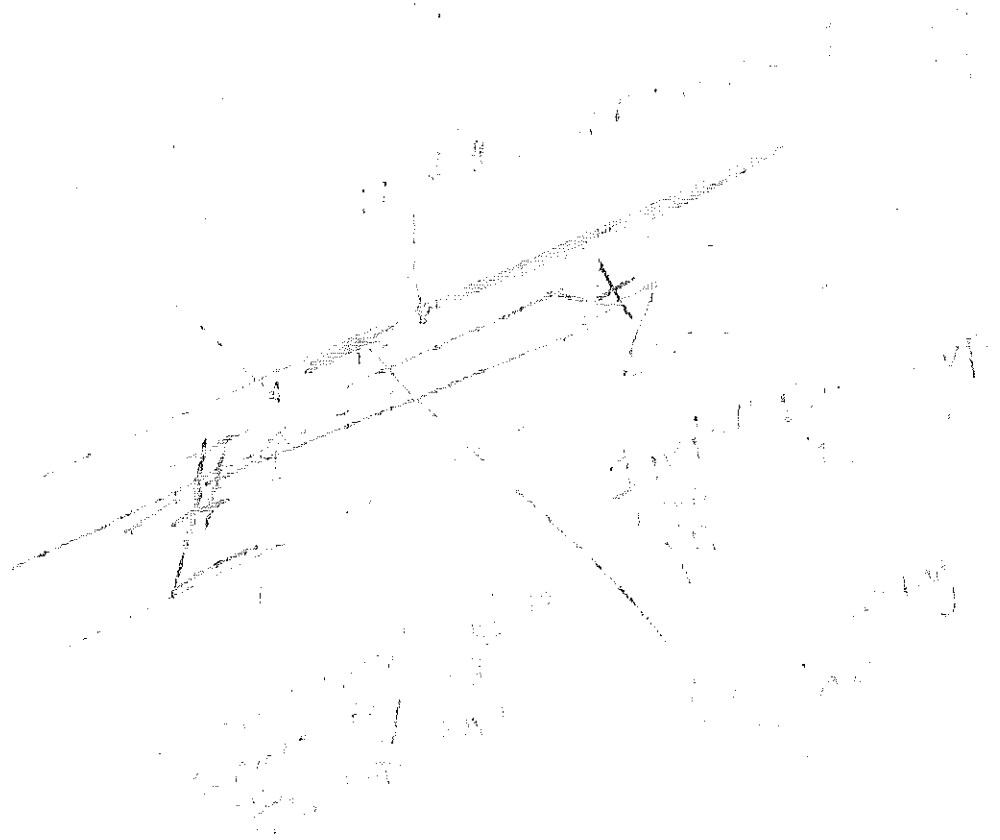
We trust the above meets with your needs.

Sincerely,



Daphne Walter
Controller

Where integrity is always at the foundation...



Steps

- ① Cut, Remove + Seal Edge of Existing Insulation to create cavity
- ② Install metal stud per between purlins
- ③ Install vapor barrier and fire proofing up into cavity
- ④ Install drywall up into cavity to cover fire proofing up to 1" of deck
- ⑤ Utilize 3M Fire Caulking to Seal drywall to the deck in 1" gap

Resolution

Number 20-0433

Adopted Date March 12, 2020

APPROVE UTILITY BILLING AGREEMENT WITH THE VILLAGE OF SOUTH LEBANON

WHEREAS, Warren County and the Village of South Lebanon entered into a Utility Billing Agreement dated March 28, 2000 (Warren County Resolution 00-552) for the Stone Brook Subdivision; and

WHEREAS, the agreement expires in 2020; and

WHEREAS, the area to be billed by Warren County Water and Sewer Department has increased to include that in Exhibit A, attached hereto; and

WHEREAS, both parties wish to enter into a new agreement; and

NOW THEREFORE BE IT RESOLVED,

1. That the Utility Billing Agreement with the Village of South Lebanon, a copy of which is attached hereto, is approved.
2. That the President of this Board is authorized to sign said Utility Billing Agreement on behalf of this Board.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Village of South Lebanon
Water/Sewer (file

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2020-9**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING THE MAYOR
AND FISCAL OFFICER TO EXECUTE A UTILITY BILLING AGREEMENT WITH
THE WARREN COUNTY BOARD OF COMMISSIONERS, AND DECLARING AN
EMERGENCY**

WHEREAS, in 2000, the Village of South Lebanon entered into an agreement with the Warren County Board of Commissioners (County), effective March 28, 2000, for the County to bill Village residents for sewer and trash service where the Warren County Water & Sewer Department is the water provider; and

WHEREAS, the term of said Agreement is twenty (20) years with an expiration date of March 27, 2020; and

WHEREAS, the Village Council desires to enter into a Utility Billing Agreement with Warren County to continue to provide said billing services; and

WHEREAS, immediate action is required to allow for sufficient time for the County to approve said agreement prior to the expiration of the previous agreement, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute a Utility Billing Agreement attached hereto.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Adopted this 6th day of February, 2020.

Attest: Nicole Armstrong James D. Smith
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2020 (if applicable)	Effective Date - / /2020
Vote - <u>6</u> Yeas ___ Nays	
First Reading - / /2020	Effective Date - / /2020
Second Reading - / /2020	
Third Reading - / /2020	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: [Signature]
Date: 2/14/2020

CERTIFIED COPY
I, Nicole Armstrong, Fiscal Officer, of the Village of South Lebanon, Ohio do hereby certify this to be the true and accurate copy of a document on file with my office.
2/14/20 [Signature]
Date Nicole Armstrong
Fiscal Officer
Village of South Lebanon, Ohio

UTILITY BILLING AGREEMENT

This Utility Billing Agreement (the "Agreement"), made and entered into this 12th day of March, 2020, by and between the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "COUNTY" and the Village of South Lebanon, Ohio, hereinafter referred to as "VILLAGE" sometimes collectively referred to as the "Parties,"

WITNESSETH:

WHEREAS, the COUNTY operates a public water production and transmission system under the provisions of Chapter 6103.03 of the Ohio Revised Code; and

WHEREAS, the COUNTY operates a public water system that distributes potable drinking water to residential and commercial users within portions of the VILLAGE, including but not limited areas south of the Little Miami River; and,

WHEREAS, the VILLAGE operates a sanitary sewer system that collects wastes from residential and commercial users within the VILLAGE, including but not limited to areas south of the Little Miami River; and

WHEREAS, the VILLAGE provides trash collection service to these same areas; and

WHEREAS, the COUNTY and VILLAGE entered into a Utility Billing Agreement dated March 28, 2000 to establish terms for billing of sewer to VILLAGE customers; and,

WHEREAS, the agreement expires in 2020 and it is the desire of parties to enter into a new agreement; and,

NOW THEREFORE, in consideration of the mutual promises, terms and conditions herein set forth, the COUNTY and the VILLAGE hereby agree to the following:

I. **DUTIES OF THE PARTIES:**

AGREEMENT SERVICE AREA This agreement shall apply to areas where the COUNTY provides water service and the VILLAGE is the sewer service provider. The area is primarily but not limited to the COUNTY's Billing District 12 that contains customers south of the Little Miami River. Refer to **Exhibit A** for general reference.

BILLING DATA The COUNTY shall read all water meters in the Agreement Service Area bi-monthly in accordance with the COUNTY's routine billing cycle that may be adjusted from time to time and shall provide the VILLAGE with a bi-monthly financial report documenting billing and collection. The COUNTY shall not be obligated to purchase any software or hardware to comply with this obligation. The COUNTY shall remit these reports within 30 days of the collection period.

BILLING The COUNTY shall prepare and issue billings and provide all billing services for water, sanitary sewer, and trash collection services to customers of the VILLAGE and the COUNTY in the sewer service area. As reimbursement and compensation in full for all billing and collection services related to charges for sanitary sewer and trash collection services performed by the COUNTY, the COUNTY shall be compensated as detailed in the table below for each sanitary sewer/trash service customer billed. The COUNTY will deduct these services from the sanitary sewer and trash collection service charged and collected for the VILLAGE.

RATE TABLE

Rates will increase 3% each year and will change each year in the month this contract was established.

<u>Year:</u>	<u>Rate:</u>
2020	\$1.82/bill
2021	\$1.87/bill
2022	\$1.93/bill
2023	\$1.99/bill
2024	\$2.05/bill
2025	\$2.11/bill
2026	\$2.17/bill
2027	\$2.24/bill
2028	\$2.31/bill
2029	\$2.37/bill
2030	\$2.45/bill
2031	\$2.52/bill
2032	\$2.59/bill
2033	\$2.67/bill
2034	\$2.75/bill
2035	\$2.84/bill
2036	\$2.92/bill
2037	\$3.01/bill
2038	\$3.10/bill
2039	\$3.19/bill

RATES/CHARGES All sewer rates, trash collection rates, late charges, and other charges related to sanitary sewer service or trash collection service provided by the VILLAGE shall be established by the VILLAGE and communicated in writing to the COUNTY at least 60 days prior to expected inception. All late charges for sewer and water shall be in accordance with the Rules and Regulations of the VILLAGE and the COUNTY. Such late fees shall be applied in the same manner as set forth in the below Customer Payments.

CUSTOMER PAYMENTS Any payment received by the COUNTY which is less than the sum total of the water, sanitary sewer, and trash charges due for that billing period shall be applied to the water, sanitary and trash charges in the same proportion as each shall bear to the sum total of such bill.

SEWER SYSTEM OPERATION The VILLAGE shall be solely responsible for the operation, maintenance, repair, and any required inspection of the sewer system operated by the VILLAGE.

ADDITIONAL OPERATIONAL MATTERS

1. Leak adjustments shall be consistent with the COUNTY's Rules and Regulations.
2. Any rate changes shall be implemented at the beginning of billing periods.
3. The VILLAGE may refer and seek restitution for all unpaid charges for final billing or delinquencies. The COUNTY will provide a report annually in the month of July of all delinquent sewer and trash service charges.
4. The COUNTY will provide customer service for sewer and trash billing related services.

II. TERM:

The term of this Agreement shall be twenty (20) years, unless otherwise terminated in accordance with the provisions hereof.

III. RELATIONSHIP OF PARTIES:

Each Party to this Agreement is and shall remain for all purposes an independent contractor, and neither shall have any power, or represent that it has any power, to bind the other or to assume or create any obligation, express or implied, on behalf of the other unless specifically authorized by this Agreement. The method and manner in which the services shall be performed shall be determined by the Party responsible for performance, in its sole discretion, and neither Party will exercise control over the other or the other's employees. Any approvals given by either Party shall not affect the independent status of each Party in the performance of its contractual responsibilities hereunder, nor be construed to impart liability upon the other, or any of its officials, employees or agencies. The employees, methods and equipment used by each Party in carrying out the terms of the Agreement shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either Party or any of its employees, as employees or agents of the other.

IV. GOVERNING LAW AND VENUE:

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The Parties stipulate that the exclusive venue for any disputes hereunder shall be Warren County, Ohio.

V. PARTIES:

Whenever the terms COUNTY and VILLAGE are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of each.

VI. ENTIRE CONTRACT:

This Agreement terminates the Utility Billing Agreement and associated amendments entered into by the County Commissioners on March 28, 2000. This new Agreement contains the entire contract between the Parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts or agreements between the Parties. No representations, promises, contracts or understandings, unless contained herein, shall be of any force or effect.

VII. MODIFICATION OR AMENDMENT:

No modification or amendment of this Agreement, or any provision hereof, shall be effective unless made by written instrument, duly executed and authorized by the Party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

VIII. CONSTRUCTION

Should any portion of this Agreement be deemed unenforceable by any judicial officer or tribunal of competent jurisdiction, the balance of the Agreement shall remain in force and effect unless revised or terminated pursuant to another section of this Agreement.

However, if the provision determined to be invalid, illegal or unenforceable materially impairs performance of an essential function of the Agreement, the Agreement may be terminated by either Party upon ten (10) days prior written notice to the other.

IX. WAIVER:

No waiver by any Party of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such breach or a waiver of a breach of any other provision of the Agreement. The failure or forbearance of a Party to require performance of any provisions of this Agreement shall in no manner affect such Party's right to enforce the same at a later time.

X. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No Party shall seek to assign any of its rights or delegate any of its duties under this Agreement without written consent of the other. Subject to the above provision, this Agreement shall be binding on the successors and assigns of the parties.

XI. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
- B. Use of the term "including" will be interpreted to mean "including but not limited to";
- C. Whenever a Party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
- D. Exhibits are an integral part of the Agreement and are incorporated by reference herein;
- E. Use of the terms "termination" or "expiration" are interchangeable; and
- F. Reference to default will take into consideration any applicable notice, grace and cure periods.

XII. HEADINGS:

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

XIII. NOTICES

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Water and Sewer Department
406 Justice Drive
Lebanon, Ohio 45036
Phone Number: (513) 695-1377

TO: Village of South Lebanon
10 N. High Street
South Lebanon, Ohio 45065
Phone Number: (513) 494-2296

XIV. TERMINATION

Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other which remains uncured after ninety (90) days written notice from the non-breaching Party by certified mail, return receipt requested. Such notice shall specify the material breach complained of. A "material breach" for the purposes of this Agreement is defined as (a) the failure of a Party to fully comply with and perform any term and condition of this Agreement or its Attachments; (b) the making of an assignment for the benefit of creditors by either Party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against either Party; or (d) the insolvency or impairment of the credit of either Party.

Delay in curing default may be excused if due to causes beyond the reasonable control of the defaulting Party notwithstanding diligence of the breaching Party to remedy the breach.

With respect to any provision of this Agreement, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon either Party, such violation or noncompliance will be excused where such violation or noncompliance is the result of an excusable inability to secure materials despite diligence, an Act of God, war, civil disturbance, strike or other labor unrest, or other event beyond the Party's actual control which is not reasonably foreseeable.

Either Party may terminate this Agreement for convenience at any time for reasons other than for cause by giving the other Party at least ninety (90) calendar day's prior written notice thereof. In such event, each Party shall promptly remit to the other such amounts as are due under the Agreement as of the date of termination.

XV. CALCULATION OF TIME:

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

XVI. ACCEPTANCE:

The Parties acknowledge that they have read and understood this Agreement. The Parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Agreement.

XVII. MULTIPLE ORIGINALS:

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

XVIII. POWER AND AUTHORITY:

Each Party represents that it has the power and authority to enter into and perform this Agreement and that the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN EXECUTION WHEREOF, the South Lebanon Village Council, has caused this Agreement to be executed by James D. Smith, its Mayor, and Nicole Armstrong, its Fiscal Officer, in accordance with section 731.14 of the Revised Code, on the date stated below, pursuant to the accompanying Resolution Number 2020-9, dated February 6, 2020, authorizing this Agreement and the said public officials to execute the Agreement on its behalf.

VILLAGE OF SOUTH LEBANON

SIGNATURE: James D. Smith

NAME: James D. Smith

TITLE: Mayor

DATE: 2/6/20

SIGNATURE: Nicole Armstrong

NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: 2/6/20

Approved as to form:

Paul R. Revelson
Village Solicitor
Village of South Lebanon

Paul R. Revelson
Date: 2/14/20

IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio, upon recommendation of the Warren County Sanitary Engineer, has caused its name to be affixed hereto by David Young, its Vice-President, on the date stated below, pursuant to Resolution Number 20-0433 dated 3/12/2020.

RECOMMENDED BY:

AGREED BY:

WARREN COUNTY
WATER & SEWER DEPARTMENT

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS

SIGNATURE: Chris Brausch

SIGNATURE: David Young

PRINTED NAME: Chris Brausch, P.E.

PRINTED NAME: David Young

TITLE: County Sanitary Engineer

TITLE: Vice-President

DATE: 3/10/2020

DATE: 3/12/2020

APPROVED AS TO FORM:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice
By: Assistant Prosecutor, Adam Nice

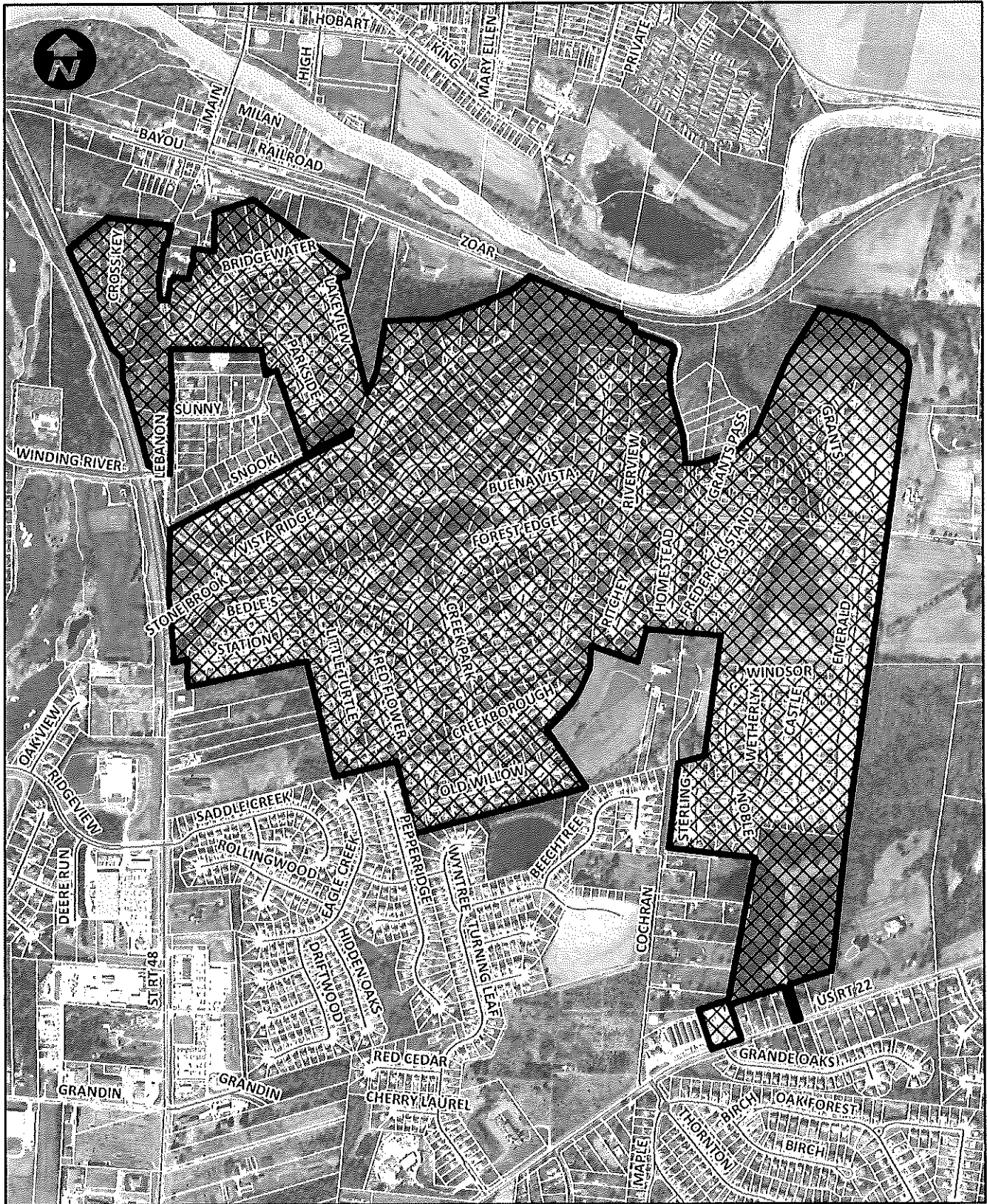


EXHIBIT A
SOUTH LEBANON UTILITY BILLING AREA

Resolution

Number 20-0434

Adopted Date March 12, 2020

APPROVE AND ENTER INTO ACKNOWLEDGEMENT OF OCCUPATION OF PUBLIC RIGHT OF WAY WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR THE DISCHARGE LINE OF THE WATER SOFTENING PROJECT IN FRANKLIN AREA PUBLIC WATER SYSTEM

WHEREAS, the Board of County Commissioners of Warren County, Ohio recognizing the the need for improvements to the County's water treatment facilities to provide additional capacity, improved water quality, and an increased level of service in the form of softened water to its customers, directed the Warren County Water and Sewer Department to hire AECOM on May 29, 2018, through Resolution 18-0872, to design said improvements; and

WHEREAS, the design recommends necessary construction for the softening discharge lines within the Public Right of Way with Norfolk Southern Railway Company; and


NOW THEREFORE BE IT RESOLVED, to enter into Acknowledgement of Occupation of Right of Way with Norfolk Southern Railway Company, located in the City of Franklin.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CAW

cc: c/a – Norfolk Southern Railway Company
Easement file
Water/Sewer (file)
Recorder (certified)
Auditor

NORFOLK SOUTHERN RAILWAY COMPANY

**ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION
WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY**

APPLICANT: Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036

SUBJECT: Franklin, Warren County, Ohio
Milepost QD-2.32, Carlisle Jct-Franklin Line, Lake Division
Latitude N39.549537, Longitude W84.313503

Norfolk Southern Activity No. 1277361

Proposed installation of two (2) underground crossings of a 10-inch PVC WTP residuals pipeline in an 18-inch steel casing pipe wholly within the confines of Dixie Highway (AAR/DOT # 507865E)

In response to Applicant's submittal dated November 13, 2019, regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawings marked Exhibits A and B, received by Railway on December 13, 2019, and Pipe Data Sheet, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the Applicant.
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance

(a) Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Applicant, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Applicant pays the then current risk financing fee for each affected installation, Applicant, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

AD

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Applicant, or its contractor if it employs one, shall furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Applicant in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

- Prior to commencement of any work to be performed, Applicant shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Applicant of such matters and the estimated cost therefor. No work shall be permitted without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about any Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Applicant agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the Applicant's Facilities to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railway for the protection of its train traffic and the protection of the property owned or in possession or control of Railway, or its employees, patrons, or licensees, Railway shall have the right to do so and Applicant agrees to bear full cost and expense thereof and to promptly reimburse Railway upon demand.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- In the event of any revision, renewal, addition, removal or alteration of said facilities, prior approval of the Railway must be secured. Applicant must also furnish Railroad Protective Liability Insurance for this work.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense therefore.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.
- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.

AL

- The Applicant, with respect to the indemnification provisions contained in this Acknowledgement Form, hereby expressly waives any immunity granted or afforded Applicant pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code.
- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation
 1200 Peachtree Street, NE - 12th Floor
 Atlanta, Georgia 30309-3504
 Attention: Director Real Estate

If to Applicant: Warren County Board of County Commissioners
 406 Justice Drive
 Lebanon, Ohio 45036
 Attention: Deputy Sanitary Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

NORFOLK SOUTHERN RAILWAY COMPANY

 Real Estate Manager

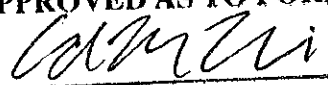
DATE _____

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

 Title Vice President

DATE 3/12/2020

Activity Number: 1277361
 AD: January 03, 2020
 File No. 1812102v1

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

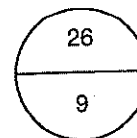
AC

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	WTP Residuals (NF Concentrate)	Carrier Pipe
MAX. ALLOWABLE OPERATING PRESSURE	50 of 165 psi	n/a
NOMINAL SIZE OF PIPE	10"	18"
OUTSIDE DIAMETER	11.10"	18.75"
INSIDE DIAMETER	10.16"	18"
WALL THICKNESS	0.444"	0.312"
WEIGHT PER FOOT	10.1 lb	75 lb
MATERIAL	PVC	Steel
PROCESS OF MANUFACTURE	Typical	Typical
SPECIFICATION	AWWA C900	ASTM A53
GRADE OR CLASS (Specified Minimum Yield Strength)	DR 25	35,000 psi
TEST PRESSURE	350 psi	n/a
TYPE OF JOINT	ASTM D3139 F477	Fully Welded
TYPE OF COATING	None	None
DETAILS OF CATHODIC PROTECTION	None	None
DETAILS OF SEALS OR PROTECTION AT END OF CASING	End Seals	End Seals
CHARACTER OF SUBSURFACE MATERIAL	Loamy Fill	Loamy Fill
APPROXIMATE GROUND WATER LEVEL	> 7'	> 7'
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	Soil Survey	Soil Survey

Proposed method of installation (refer to NSCE-8 Specification):

- Bore and jack
- Jacking
- Tunneling (with Tunnel Liner Plate)
- Directional Bore/Horizontal Direction Drilling – Method A
- Directional Bore/Horizontal Direction Drilling – Method B
- Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- Other (Specify): _____



A-3 received 12/13/19
Franklin, Ohio
CCC&SL Rwy Co
Lat: N39.549537
Long: W84.313503

1277361-AD

AECOM

PROJECT
FAMPT MEMBRANE SOFTENING UPGRADES
 FRANKLIN AREA WTP
 6648 Shaw Street
 Franklin, OH 45005

CLIENT
WARREN COUNTY
 Warren County Administration Building
 409 Justice Drive
 Lebanon, OH 45038
 513-696-1250 tel
 http://www.co.warren.oh.us

CONSULTANT
AECOM
 277 WEST NATIONAL BOULEVARD
 COLUMBUS, OH 43215-2586
 614-894-4600 tel 614-894-0588 fax
 www.aecom.com

ARCHITECTURAL, CIVIL & STRUCTURAL
 1480 Grandview Rd Suite 200
 Columbus, OH 43241
 614-888-0700 fax
 www.aecom.com

REGISTERED PROFESSIONAL ENGINEER
 15055 Kirtland Road
 Columbus, OH 43241
 614-888-0700 fax
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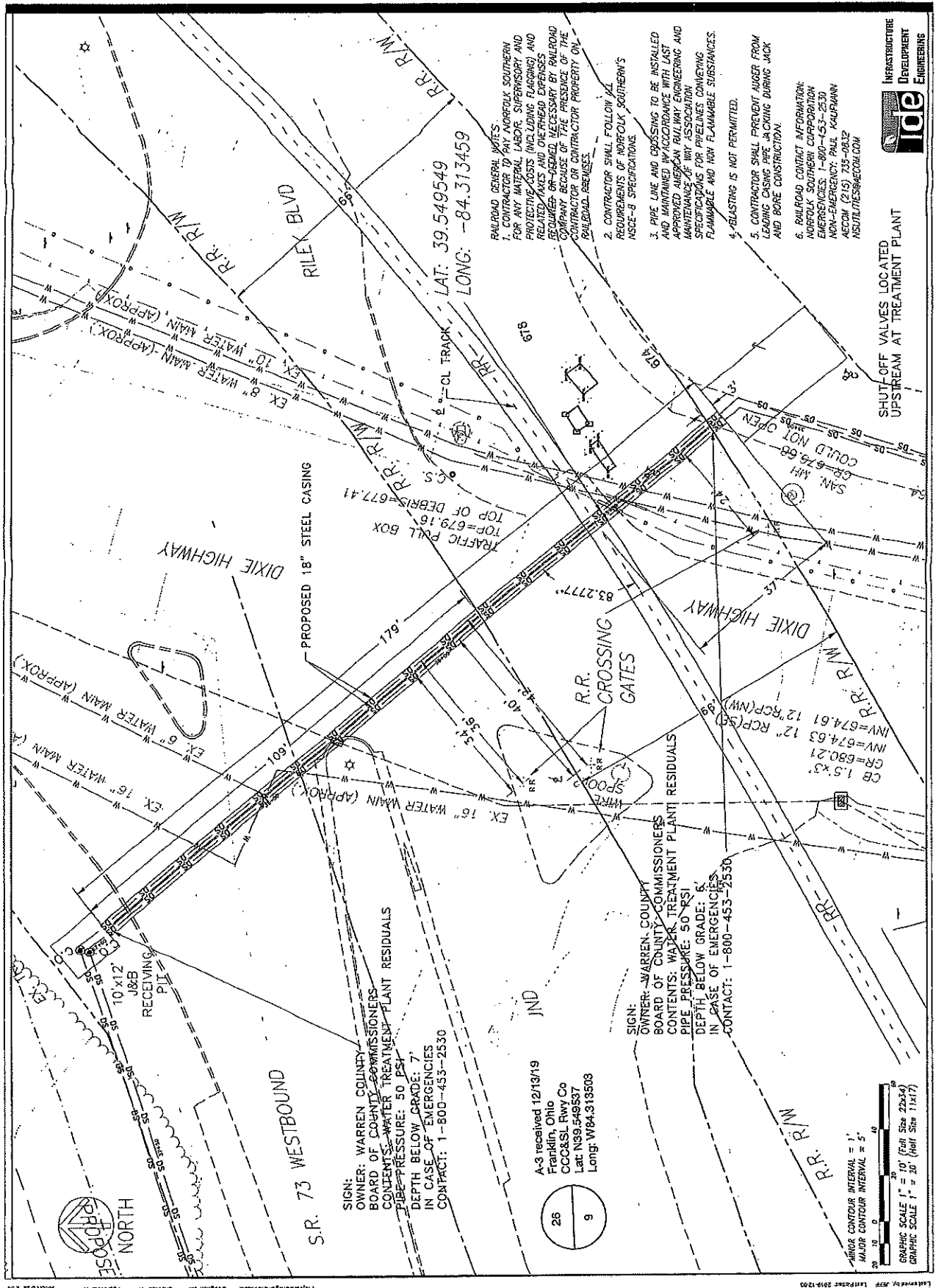
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1277361-AD



RAILROAD GENERAL NOTES
 1. CONTRACTOR TO PAY NORFOLK SOUTHERN FOR ANY MATERIAL LABOR, SUPERVISORY AND PROTECTIVE COSTS (INCLUDING FLAGGING) AND RELATED TAXES AND ONE-HEAD EXPENSES REQUIRED OR DEMAND NECESSARY BY RAILROAD COMPANY BECAUSE OF THE PRESENCE OF THE CONTRACTOR OR CONTRACTOR PROPERTY ON RAILROAD PREMISES.
 2. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
 3. PIPE LINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON FLAMMABLE SUBSTANCES.
 4. RELASTING IS NOT PERMITTED.
 5. CONTRACTOR SHALL PREVENT JUDGER FROM LEAVING CLOSURE OPEN IN CHAIN DURING JACK AND ROPE CONSTRUCTION.
 6. RAILROAD CONTACT INFORMATION:
 NORFOLK SOUTHERN CORPORATION
 EMERGENCIES: 1-800-453-2530
 NON-EMERGENCY: PAUL KAURIMANN
 AECOM (215) 735-0812
 NSUTILITIES@AECOM.COM

SHUT-OFF VALVES LOCATED UPSTREAM AT TREATMENT PLANT

TRAFFIC PULL BOX
 TOP OF DEBRIS=677.41
 TOP OF DEBRIS=679.16

PROPOSED 18" STEEL CASING

RECEIVING PIT
 10'x12'
 J&B

SIGN:
 OWNER: WARREN COUNTY
 BOARD OF COUNTY COMMISSIONERS
 CONTENTS: WATER TREATMENT PLANT RESIDUALS
 PIPE PRESSURE: 50 PSI
 DEPTH BELOW GRADE: 7'
 IN CASE OF EMERGENCIES
 CONTACT: 1-800-453-2530

SIGN:
 OWNER: WARREN COUNTY
 BOARD OF COUNTY COMMISSIONERS
 CONTENTS: WATER TREATMENT PLANT RESIDUALS
 PIPE PRESSURE: 50 PSI
 DEPTH BELOW GRADE: 6'
 IN CASE OF EMERGENCIES
 CONTACT: 1-800-453-2530

OWNER: WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS
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IN CASE OF EMERGENCIES
CONTACT: 1-800-453-2530

A-3 received 12/13/19
 Franklin, Ohio
 CCC&SL Rwy Co
 Lat: N89.549537
 Long: W84.315503

MAJOR CONTOUR INTERVAL = 1'
 MINOR CONTOUR INTERVAL = 5'

GRAPHIC SCALE 1" = 10' (Full Size 22x34)
 GRAPHIC SCALE 1" = 20' (Half Size 11x17)

PLAN AND PROFILE

CONCENTRATE DISCHARGE

SHEET NUMBER

18029A-01

PROJECT NUMBER

18029A-01

INFRASTRUCTURE DEVELOPMENT ENGINEERING

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PROJECT NUMBER

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INFRASTRUCTURE DEVELOPMENT ENGINEERING

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CONCENTRATE DISCHARGE



PROJECT
**FAWTP MEMBRANE
 SOFTENING
 UPGRADES**
 FRANKLIN AREA WTP
 6648 Shaker Street
 Franklin, OH 43005

CLIENT
WARREN COUNTY
 Warren County Administration Building
 409 Justice Drive
 Lebanon, OH 43056
 513-865-1250 tel
 http://www.co.warren.oh.us

CONSULTANTS
AECOM
 277 WEST NATIONWIDE BOULEVARD
 COLUMBUS, OH 43215-2596
 614-464-4500 tel 614-464-0887 fax
 www.aecom.com

ARCHITECTURAL, CIVIL, & STRUCTURAL
 4820 Grand Island Road
 Columbus, OH 43241
 614-891-1100 tel
 www.aecoms.com

SURVEY
 2/A CONSULTANTS, LLC
 10805 Newport Road
 Columbus, OH 43241
 614-401-2000 tel
 www.aecoms.com

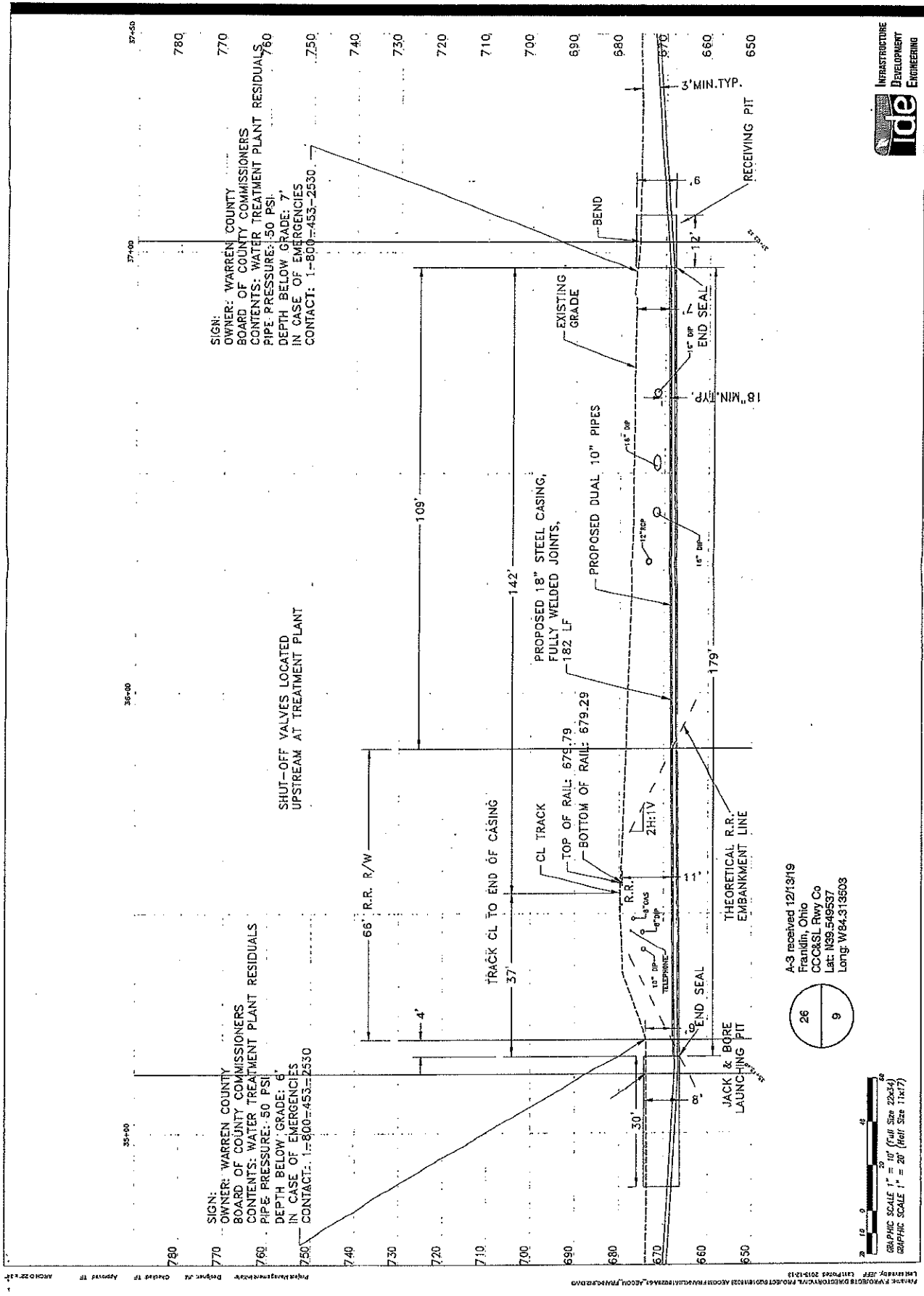
GEOTECHNICAL & CIVIL
 2/A CONSULTANTS, LLC
 10805 Newport Road
 Columbus, OH 43241
 614-401-2000 tel
 www.aecoms.com

REGISTRATION

1277361-A0

NO.	DATE	DESCRIPTION
1		ISSUE/REVISION
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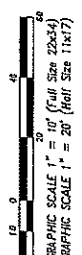
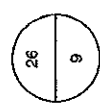
PROJECT NUMBER
 19029A-01
 SHEET TITLE
 CONCENTRATE DISCHARGE
 PLAN AND PROFILE
 SHEET NUMBER
 C-09



SIGN:
 OWNER: WARREN COUNTY
 BOARD OF COUNTY COMMISSIONERS
 CONTENTS: WATER TREATMENT PLANT RESIDUALS
 PIPE PRESSURE: 50 PSI
 DEPTH BELOW GRADE: 7'
 IN CASE OF EMERGENCIES
 CONTACT: 1-800-453-2530

SIGN:
 OWNER: WARREN COUNTY
 BOARD OF COUNTY COMMISSIONERS
 CONTENTS: WATER TREATMENT PLANT RESIDUALS
 PIPE PRESSURE: 50 PSI
 DEPTH BELOW GRADE: 6'
 IN CASE OF EMERGENCIES
 CONTACT: 1-800-453-2530

A-3 received 12/13/19
 Franklin, Ohio
 CCCC&L Rwy Co
 Lat: N39.549537
 Long: W84.313608



Resolution

Number 20-0435

Adopted Date March 12, 2020

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Stantec Consulting Services, Inc. 11687 Lebanon Road, Cincinnati, OH 45241 for engineering services for the King Avenue Bridge Improvements Project-Final Phase B Design. Copy of said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Stantec Consulting Services, Inc.
Engineer (file)

**ENGINEERING SERVICES CONTRACT
FOR
KING AVENUE BRIDGE #282-0.97 OVER LITTLE MIAMI RIVER
IMPROVEMENTS PROJECT – FINAL PHASE B DESIGN**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Stantec Consulting Services Inc., 11687 Lebanon Road, Cincinnati, Ohio 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to relocate the King Avenue Bridge #282-0.97 over the Little Miami River upstream of the existing bridge and improve the roadway approaches to the new bridge, hereinafter referred to as the "PROJECT."

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to relocate the King Avenue Bridge #282-0.97 over the Little Miami River upstream of the existing bridge and improve the roadway approaches to the new bridge.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the Final Phase B Design for the PROJECT.
- 1.1.4 Final Phase B Design tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated January 30, 2020) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services"

1.2 Final Phase B Design

After written authorization to proceed with the Final Phase B Design, ENGINEER shall:

- 1.2.1 On the basis of the accepted Preliminary Phase A Design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."
- 1.2.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.

- 1.2.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans, one (1) set of 11" x 17" (half-size) copy of the plans and copies of the files on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
 - 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
 - 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
 - 2.1.4 Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
 - 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
 - 2.1.6 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
 - 2.1.7 Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
 - 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
 - 2.1.9 Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

- 2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

2.2 Resident Services During Construction

- 2.2.1 If requested by COUNTY ENGINEER and approved by OWNER or recommended by ENGINEER and agreed to in writing by the parties, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid as set forth in an Exhibit, which is to be identified, attached to and make a part of this Agreement before such services begin.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.3 Through more extensive on-site observation of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If COUNTY ENGINEER designates another person to represent COUNTY ENGINEER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Phase B Design. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Final Phase B Design of the Project including extra work and required extensions thereto.

- 4.2 ENGINEER shall proceed with the performance of the services called for in the Final Phase B Design and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 – “Special Provisions, Exhibits and Schedules.”
- 4.3 ENGINEER's services under the Final Phase B Design shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.4 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Final Phase B Design documentation including the most recent opinion of probable Project Cost.
- 4.5 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.6 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the Final Phase B Design of the PROJECT, for a base fee of \$561,741.00 and a not-to-exceed fee of \$10,500.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$572,241.00.
 - 5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments.

- 5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon thirty days' written notice by certified mail, return receipt requested, and by either party upon thirty days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas.

6.4 Successors and Assigns.

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER," "COUNTY ENGINEER" or "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners
Attn: Tiffany Zindel, County Administrator
406 Justice Drive
Lebanon, Ohio 45036
Ph. 513-695-1250

Warren County Engineer's Office
Attn: Neil F. Tunison, County Engineer
210 W Main Street
Lebanon, Ohio 45036
Ph. 513-695-3301

Stantec Consulting Services Inc.
Attn: Steve Shadix, P.E., P.S.
11687 Lebanon Road
Cincinnati, Ohio 45241
Ph. 513-842-8200

6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate and Professional Liability coverage with limits of \$1,000,000 Per Claim \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract submittals per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required drawing submittals according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

7.2 The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors or subcontractors; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

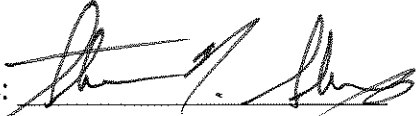
Neither OWNER nor ENGINEER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this PROJECT. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

SECTION 10 – EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, Stantec Consulting Services Inc. has caused this Agreement to be executed on the date stated below by STEVEN N. SHADIX, its PRINCIPAL, pursuant to a corporate Resolution authorizing such act.

STANTEC CONSULTING SERVICES INC.

SIGNATURE: 

PRINTED NAME: STEVEN N. SHADIX

TITLE: PRINCIPAL

DATE: FEBRUARY 26, 2020

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David Young, its Vice President on the date stated below, pursuant to Resolution No. 20-0435 dated 3/12/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: David Young

TITLE: Vice President

DATE: 3/12/2020

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: [Signature]
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: [Signature]
Assistant Prosecuting Attorney, Adam Nice

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, STEVEN N. SHADIX, holding the title and position of PRINCIPAL at the firm STATTEC CONSULTING SERVICES, INC affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Steven N. Shadix

AFFIANT

Subscribed and sworn to before me this 26th day of February 20 20

Pamela M. Wyenandt
(Notary Public),

Hamilton County.

My commission expires 2-20 - 20 22



PAMELA M. WYENANDT
Notary Public, State of Ohio
My Commission Expires 02-20-2022

EXHIBIT 1

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

KING AVENUE BRIDGE FINAL DESIGN

1. PROJECT IDENTIFICATION

Project Name: King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project

Project Description: Construct a new King Avenue Bridge over the Little Miami River upstream of the existing bridge. The project will also improve the adjacent roadway approaches and provide a grade separation at the Little Miami Scenic Trail.

Signatures on Title Sheet: Warren County Engineer, Consultant Designer

2. PROJECT LIMITS

Length Approximately: Relocated King Avenue Bridge #282-0.97 – extending approximately 600 feet on north bridge approach and approximately 850 feet on south bridge approach or as recommended by Consultant.

Additional Information: As detailed in Preferred Alternative 3 from the Preliminary Engineering Study.

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

Type of Agreement: Lump Sum Base Fee plus Not-to-Exceed unit costs for “If Authorized” Items

Engineering: Warren County Engineer’s Office, Possible Safety Funds (HSIP)

Construction: Warren County Engineer’s Office, Local Bridge Replacement Funds (LBR), Possible Ohio Public Works Commission Funds (OPWC), Possible Safety Funds (HSIP), Possible Credit Bridge, Possible Transportation Alternatives Funds (TA), Possible Surface Transportation Funds (STP)

5. WORK PHASES INCLUDED IN AGREEMENT

All phases required by ODOT Project Development Process.

Phase A - Preliminary Design: Stage 1 Plan Development, Environmental Document Clearance, and Preliminary Right-of-Way Plan Development for limits of construction

Phase B – Final Design: Final Construction Plans and Final Right-of-Way Plans and Documents

6. PLAN SCALES

PLAN	<u>1" = 20'</u>	
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 10'</u>	<u>Vert. 1" = 10'</u>

7. JOURNALIZED SPEED LIMIT

Road Name: King Avenue and Grandin Road - 55 MPH (sections inside project limits)

***Design Speed to be 35 MPH**

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: King Avenue and Grandin Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes approx. 12 feet

6" inches of Item 304

7" inches of Item 301 PG64-22

1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG64-22

1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES _____ NO _____ Consultant to Recommend X

Curbs: YES _____ NO _____ Combination X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

Type: 2 foot earth berm/graded shoulder on each side

Sidewalk: 5 foot minimum pedestrian walk on east side

Median: YES _____ NO X

Guardrail: YES X NO _____ Type MGS/TST Anchor Type E, Type T, or Consultant to recommend

Clear Zone Grading: YES _____ X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X

9. ALIGNMENT

King Avenue and Grandin Road alignments shall be shifted to the east according to ODOT design criteria as detailed in Preferred Alternative 3 from the Preliminary Engineering Study.

10. PROFILE

Modify profiles according to ODOT design criteria as needed to tie the existing roadways into the new bridge approach slabs.

11. SIGNING: YES X NO

Remarks: Provide all new signs.

12. SIGNALS: YES NO X

Warrants: YES NO X

13. STRIPING: YES X NO

Type 646 Epoxy on Bridge Deck, 644 on Pavement

14. DELINEATION

Delineators: YES NO Consultant to Recommend X

RPMs: YES NO Consultant to Recommend X

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: ODOT Drainage Criteria and Warren County Stormwater Regulations

Existing: Surface X Closed Combination

Proposed: Surface Closed Combination X

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES X – if 1 acre or more disturbed (Contractor Design based on Site Plan provided by Consultant)

NO X – if less than 1 acre disturbed

Flood Plain Study Required: YES X NO

Channel Change Study Required: YES NO X

Environmental: Clear the project through the National Environmental Policy Act (NEPA) per the ODOT Project Development Process (PDP). Agency coordination during the NEPA process (SHPO, ODNR, OEPA, USFWS, NPS) will primarily be led by ODOT under their PDP (to be supported as need by WCEO/Stantec). However, since this is a local let project, 404/401 permitting and related OEPA/USACE coordination will be WCEO/Stantec responsibility.

If Authorized Tasks: Little Miami River mussel survey (if authorized)

Little Miami River mussel relocation (if authorized)

USACE 404 Nationwide Permit (if authorized)

OEPA 401 Water Quality Certification (if authorized)

Cultural Resources Phase II (if authorized)

Mitigation (if authorized)

Cultural Resource Section 4(f) (if authorized)

Data Recover Plan-Documentation for Consultation (if authorized)

16. BRIDGE CROSSINGS

Number of Bridges: (2) King Avenue over Little Miami River, Bridge #282-0.97

Grandin Road over Little Miami Scenic Trail, Bridge #150-0.01

Design: Superstructures shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 24 feet existing – approximately 36 to 38 feet proposed (2 - 12 ft lanes, 2 - 2 ft shoulders, 5 ft path, 3 - 1.5 ft parapets)

Interchanges: None

Cross Roads: Peters Cartridge Factory Development and Little Miami Scenic Trail Parking Lot access road is located approximately 250 feet south of the river bridge.

Streams: Little Miami River

Culverts: YES NO

Remarks: Replace existing 7 ft x 5 ft box culvert located at south limits of project and any other culverts recommend by Consultant due to new alignment and profile, or condition.

Alternates Required: YES NO

Railroads: None

Railroad Location Plan: YES NO

Pedestrian: Yes – Connection from Deerfield Township Carter Park path near King Avenue switchback curve to bridge, over bridge, and connection from bridge to Little Miami Scenic Trail.

Mass Transit: None

Remarks: Proposed superstructure types to align with Preferred Alternative 3 from the Preliminary Engineering Study.

17. Bikeways: YES X (12 ft Little Miami Scenic River Bike Trail located south of bridge) – relocation planned as detailed in Preferred Alternative 3 from the Preliminary Engineering Study NO _____

Railroads: YES _____ NO X

Mass Transit: YES _____ NO X

Service Roads: YES X (Access for Warren County Water & Sewer and ODNR – north of bridge)
NO _____

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: (1) Along the east side of Grandin Road and any others recommended by Consultant.

Type of Retaining Walls: _____ Professional Engineer to Recommend X

Noise Walls: YES _____ NO X

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Full closure of King Avenue and Grandin Road shall be allowed when all off site work (new alignment) is complete.

Maintenance of Pedestrian Traffic: YES X (Full closure of Little Miami Scenic Trail as needed.)
NO _____

Maintenance of Railroad Traffic: YES _____ NO X

Detour Plan: YES X NO _____

Remarks: Plans shall provide for maintenance of canoe traffic on the river and maintenance of pedestrian/bike traffic on the Little Miami Scenic Trail.

20. UTILITIES:

Water & Sewer: Warren County Water & Sewer – Requests a proposal and scoping meeting with Consultant for possible relocations included in the project.

Electric: Duke Energy Distribution

Gas: Duke Energy

Telephone: Century Link & Cincinnati Bell

Cable: Spectrum

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

Professional Engineer shall also furnish all utilities with preliminary and final plans with a copy of all letters of transmittal sent to the County Engineer. Professional Engineer to submit copies of plans to all the utility companies for preliminary coordination and copies of the final plans to the utility companies when so directed by the COUNTY ENGINEER.

21. ESTIMATED QUANTITIES: YES X NO _____

Quantity Splits: YES _____ NO _____ Unknown Possible Warren County Water & Sewer Involvement

22. CONSTRUCTION COST ESTIMATE: YES X NO _____

23. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for preparing 2 Dedication Plats and a Survey Records including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) If the Warren County Engineer acquires permanent R/W by perpetual easement the work described in Item (2) will not be required. (4) Depict all vegetated tree lines, all trees with trunks 3

inches or greater in diameter at a height of 4 ½ feet above the ground surface and a minimum height of 13 feet, and all other plant types that are of environmental value and are mature (not including honeysuckle) on the plans individually. All trees and other plant types shown on the plans shall be inventoried for size and species.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road/Access Alignment	(X)	
Side Road/Access Profile	(X)	
Aerial Control	()	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	()	
Channel Cross Sections	(X)	
Drainage Survey	(X)	
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	()	
Geotechnical Boring Staking	(X)	Minimum required by ODOT PDP
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 23 (1) above

24. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	(X)	ODOT R/W Plans
Centerline Plat	(X)	ODOT R/W Plans
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project

- Right-of-Way Plan sheets (X) ODOT R/W Plans
- R/W Summary (X) ODOT R/W Plans
- Permanent & Temporary R/W Legal Descriptions (X) (Provide “Not to Exceed” unit price per legal description)
- Exhibits for each Legal Description () Drawings of R/W area on 8 ½” x 11” paper (Provide “Not to Exceed unit price per exhibit)
- Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #23 (2)

Approximate Number of Parcels _____ 18 _____

Approximate Number of Property Owners _____ 8 _____

Remarks: County will notify property owners regarding survey (data collection) via letter. Consultants will provide an 8 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

25. TRAFFIC DATA:

State _____ County _____ X _____ Professional Engineer _____

Remarks: Existing traffic counts have been provided by WCEO as part of the Preliminary Engineering Study.

Functional Classification: Local - Urban

26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer _____ X _____ Other _____

Remarks: Minimum required by ODOT PDP.

27. PRIOR STUDIES:

Preliminary Engineering Study – completed by Stantec Consulting (2017)

28. PUBLIC INVOLVEMENT MEETINGS:

Estimated Number: 1 (if authorized)

Consultant to Prepare Exhibits: Yes X No _____

29. Engineering Agreement will be an itemized contract.

30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.

31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.

32. Professional Engineer to indicate Property Owner Name, Address, Mailing Address if different, Parcel ID, and Official Record and Page on the plan sheets.

33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way plans are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

34. Where the Scope of Service includes cross-sections, the sections are to be taken every fifty (50) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location and approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.
35. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).
36. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

37. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.
38. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way plans are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.
39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation (2011) and the ODOT Bridge Design Manual (BDM). The load rating report shall provide the safe load capacity (tons) and rating factor for the HL-93 design vehicle as well as the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1). It shall also provide the safe

load capacity (tons) and rating factor for the Notional Rating Load (NRL) design vehicle as well as the four Special Hauling Vehicles (SHV) (SU4, SU5, SU6, SU7). The load rating report shall consist of a current completed ODOT BR100 Summary Report stamped by a Professional Engineer, hand calculations, and computer input/output sheets.

40. All final plats to be in ink on high quality mylar paper and shall be 24" x 36" in size. All final plans shall be 22" x 34" (full size) and 11" x 17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and one ½ size plan set shall be submitted on plain paper.
41. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Stantec Consulting Services Inc.
Address: 11687 Lebanon Road
Cincinnati, Ohio 45241
Phone: (513) 842-8200

EXHIBIT 2



Stantec Consulting Services Inc.
11687 Lebanon Road, Cincinnati OH 45241-2012

January 30, 2020

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

Subject: Revised Proposal for Consulting Services
King Avenue Bridge Replacement – Final Design
PID No. 106724

ATTN: Mr. Roy G. Henson, P.E., P.S.

Enclosed is Stantec's Revised Cost Proposal to complete Final Design on the King Avenue Bridge Replacement Project based on our conversation from January 17, 2020.

We appreciate the opportunity to help move this project toward construction. Should you have any questions about our revised proposed scope and fee or need any additional information, please do not hesitate to call.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Steven N. Shadix".

Steven N. Shadix, P.E., P.S.
Principal
Phone: (513) 619-6470
Steve.Shadix@stantec.com

January 17, 2020

SCOPE OF SERVICES

FINAL DESIGN

KING AVENUE BRIDGE CROSSING OF THE LITTLE MIAMI RIVER

PID No. 106724

Prepared For: Warren County Engineer's Office

GENERAL SCOPE OF WORK

This proposal has been prepared at the request of the Warren County Engineer's Office and outlines proposed tasks for completing Stage 2 & 3 Design Plans, Final Right-of-Way Plans, Water & Sewer Design Plans and Miscellaneous Environmental Tasks for the replacement of the King Avenue Bridge over the Little Miami River (Bridge #282-0.97). The design effort will focus on detailed design tasks based on the approved Stage 1 Plans and Structure Type Study. Water and Sewer work will be consistent with the Basis of Design Memo previously completed. While the bulk of environmental clearance was covered by the first contract, certain studies were subsequently identified or need to be completed nearer to construction. These include the Section 7(a) Supplemental Information Package (Scenic River Coordination), Regulated Materials Review Investigation Sampling & Analysis Plan, Bat Presence Study, Section 404 Waterway Permit with Individual 401 Water Quality Certification (WQC), and Mussel Relocation Tasks. Regulated Material Review Investigation and Construction Services will be included in a future contract modification if requested by Warren County.

PROJECT BACKGROUND

The King Avenue crossing of the Little Miami River is located just east of Kings Mills in Deerfield and Hamilton Townships, Warren County, Ohio. This segment of King Avenue (Deerfield Township) / Grandin Road (Hamilton Township) is currently closed to truck traffic due to difficult geometry at the Little Miami River and west towards Kings Mills. The road is a two-lane urban local road that has minimal shoulders, a near 180 degree switchback on the west side of the river and two 90 degree curves at the bridge approach on the east side of the Little Miami River. Larger vehicles that attempt to navigate this stretch of roadway frequently get hung up in either the switchback or the 90 degree bends. Traffic counts in 2013 showed an AADT of 8,156 vehicles.

The existing structure over the Little Miami River is a prestressed adjacent concrete box beam bridge constructed in 1987. The structure currently has a sufficiency rating of 4.0 and a general appraisal rating of 4P, but has been steadily deteriorating based on recent annual bridge inspections and load ratings. Currently the bridge is posted for a maximum load of 17 tons.

The King Avenue / Grandin Road corridor passes through several environmentally sensitive areas including the Little Miami State & National Scenic River, the community of Kings Mills, the Little Miami Shared Use Trail, and several hazardous material sites. Additionally, the corridor is adjacent to a National Historic Landmark.

A preliminary engineering study was conducted to determine the best means to address the deteriorating structure. Stantec worked with the Warren County Engineer's Office to develop three alternatives for consideration. The first alternative proposed closing King Ave/ Grandin Road when the bridge could no longer safely accommodate the travelling public. The second alternative proposed a new superstructure and

new abutments to replace the bridge in its current location, reusing the piers. The third alternative relocated a replacement structure upstream, allowing for a clear span of the Little Miami Scenic River and realignment of the most constrictive elements of the roadway approach geometry including the 180 degree switchback and the two 90 degree bends. This alternative also allowed for grade separation of the roadway from the Little Miami Shared Use Trail.

The three alternatives were coordinated with local governments, the Ohio Department of Natural Resources, US EPA, the developer of the Peters Cartridge Factory and were presented to the public in April 2017. Based on public input and internal analysis by the Warren County Engineer's Office, Alternative 3 was identified as the preferred alternative. During Stage 1 Plan design and NEPA environmental coordination, Alternative 3 was modified to remove the proposed retaining walls and add a modern single-lane roundabout to serve both the Peters Cartridge Factory Redevelopment and a new trail access parking lot for ODNR.

PROPOSED TASKS

The following general task categories are proposed for developing the King Avenue Bridge Replacement Project: A) Stage 2 Design, B) Final Right-of-Way, C) Stage 3 Design & Tracings, D) Water & Sewer Work for Warren County Water & Sewer, and E) Miscellaneous Environmental Tasks. The tasks (and numbering system) are based on ODOT's current PDP Process and the WCEO Scope of Services for this project. Tasks requiring explanation beyond what is outlined in the WCEO Scope of Services and/or the ODOT Location & Design Manuals are further described in each section.

Task A: Stage 2 Design

Major items in this task include these items of work advanced through Stage 2 Design as outlined in the ODOT Location & Design Manuals:

- Roadway Plans including Title Sheet, Schematic Plan, Typical Sections, Plan/Profile Sheets, Cross Sections @ 50' intervals, Superelevation Tables, Intersection Details, Roundabout Details, Drive Details, Pavement Markings, Signing, Drainage, BMPs, Culvert Detail Sheets and General Notes. This covers King Avenue, Grandin Road, Carter Park Connector, Little Miami Shared Use Path, and Trailhead Parking Lot.
- Structure Plans
- Maintenance of Traffic Plans including Typical Sections, Plan Sheets, Detour Plans and General Notes. This covers vehicular traffic on roadways as well as bike/ped users of the shared use paths and canoe traffic on the river.
- Lighting Plans
- Landscaping Plantings for the Roundabout.
- Construction Cost Estimates
- Water and Sewer Plans (coordinated and integrated with work for Warren County Water & Sewer in Task D)
- Final Geotechnical Report
- Project Management & Meetings

Additional detail is provided for the following tasks:

Task 3.3.A.D. Typical Sections: Stantec assumes that 10 typical sections will be needed to cover the roadway, parking lot and trail items.

Task 3.3.A.H. Cross Sections: Cross sections will be prepared at 50' intervals, except for Access Drive where they will be at 25' intervals. Stantec assumes 66 roadway cross sections in this task.

Task 3.3.A.E. Plan and Profile - Mainline: Stantec assumes needing 14 roadway / trail sheets.

Task 3.3.B.B. Culvert Detail Sheets: Stantec assumes three culverts.

Task 3.3.E. Maintenance of Traffic: Stantec assumes a five phase MOT plan that will include 50-scale plan sheets, 3 note sheets, cross sections for temporary pavement, 2 detour plans, and in-depth coordination with the Peters Cartridge Development for drive access. MOT will also address trail and canoe users.

Task 3.3.F. Lighting Plan: This task will provide lighting at the proposed roundabout.

Task 3.3.G. Landscape Plan: This task will include landscaping at the proposed roundabout using standard landscaping plans provided by Warren County.

Task 3.3.I.A. Bridge Plans: Stantec assumes 21 sheets for WAR-282-0089 (over the Little Miami River) and 10 sheets for WAR-150-0001 (over the Little Miami Trail). These sheet counts exclude site plans, general notes, estimated quantities and reinforcing steel schedules covered in other tasks.

Task 3.3.I.B. Structure Rating: This task will be performed only for the WAR-282-0089 structure over the Little Miami River.

Task 3.9.A. Meetings: Assume three meetings for two Stantec personnel to be held at WCEO in Lebanon, OH. Direct costs include travel from Stantec's Sharonville office to WCEO and back (40 mile round trip).

Task 3.9.B. General Oversight: Assumes 5 month duration.

Task B: Final Right-of-Way Plans

Major items in this task include preparation of final right-of-way plans meeting ODOT requirements and addressing preliminary right-of-way comments received, including Legend Sheet (1), Centerline Survey Sheets (2), Property Map (1), Summary Sheets (3), Schematic (1), Right-of-Way Detail Sheets (13) and Legal Descriptions with Closures (30).

Right-of-Way Acquisition Services is not included in this proposal.

Additional detail is provided for the following tasks:

Task 3.4.B.F. Dedication Plats / Survey Records: The if-authorized work associated with this task in the Phase A contract was deferred to this Final Design contract. Work assumes 21 survey record plats (24"x36" mylar) for recording and for 2 vacation plats to cover the original bridge location and to resolve the building encroachment of the Peter's Cartridge Factory.

Task 3.4.B.G. Legal Descriptions and Closure Calculations: Stantec estimates 30 legal descriptions.

Task 3.4.C.D. Set R/W Pins after Acquisition: Stantec estimates 47 pins.

Task C: Stage 3 Design & Tracings

Major items in this task include these items of work completed through Stage 3 Design & Tracings as outlined in the ODOT Location & Design Manuals:

- Finalization of Roadway Plans including Title Sheet, Schematic Plan, Typical Sections, Plan/Profile Sheets, Cross Sections @ 50' intervals, Superelevation Table, Intersection Details, Drive Details, Pavement Markings, Signing, Drainage and General Notes. This covers King Avenue, Grandin Road, Carter Park Connector, Little Miami Shared Use Path, and Trailhead Parking Lot.
- Project Site Plan
- Determination of all Estimated Quantities
- Development of General Summary and Quantity Sheets
- Finalization of Structure Plans including Reinforcing Steel Schedules

- Finalization of Notes
- Construction Cost Estimates
- Project Management & Meetings

This task also includes addressing Stage 3 Comments and preparing Final Tracings for the entire set.

Additional detail is provided for the following tasks:

Task 4.2.A.A. Pavement Subsummary: Assume 1 sheet.

Task 4.2.A.B. Drainage Subsummary: Assume 1 sheet.

Task 4.2.A.C. Roadway Subsummary: Assume 4 sheets.

Task 4.2.A.E. Maintenance of Traffic Subsummary: Assume 1 sheet.

Task 4.2.A.F. Pavement Marking Subsummary: Assume 1 sheet.

Task 4.2.A.G. Signing Subsummary: Assume 1 sheet.

Task 4.2.A.K. Lighting Subsummary: Assume 1 sheet.

Task 4.2.A.L. Landscape Subsummary: Assume 1 sheet.

Task 4.2.A.M. General Summary Sheet: Assume 5 sheets.

Task 4.2.A.N. Bridge Estimated Quantities Sheet: Assume 1 sheet for each bridge.

Task 4.2.A.O. Reinforcing Steel Schedule: Assume 2 sheets for each bridge.

Task 4.2.A.P. General Notes: Assume 3 sheets.

Task 4.2.A.R. Lighting Notes: Assume 1 sheet.

Task 4.2.A.S. Bridge General Notes: Assume 2 sheets for WAR-282-0089 (over the Little Miami River) and 1 sheet for WAR-150-0001 (over the Little Miami Trail).

Task 4.4.A. Submission of Final Tracings and Documentation: Assume 100 sheets.

Task 4.5.A. Meetings: Assume five meetings for two Stantec personnel to be held at WCEO in Lebanon, OH. Direct costs include travel from Stantec's Sharonville office to WCEO and back (40 mile round trip).

Task 4.5.B. General Oversight: Assumes 14 month duration.

Task D: Water & Sewer Work

Task 3.3.J.B. Water Works Plan: This task covers the water and sanitary work for Warren County Water and Sewer with the following items of work:

- Design plans for approx. 1600 LF of 24" watermain and 1600 LF of 8" sanitary (each) (500 LF fixed to the Bridge)
- Design plans to incorporate 900' LF of 24" raw watermain (to treatment plant) realignment
- Design plans to be incorporated into the roadway plans for King Ave.

- Design plans that include General Notes, Plan, Profile and Deflection Angle Sheets, Detail Sheets, Demolition and Salvage Plans for Existing Pump Station, Structural, Utility and Connection Details for Bridge Hangers and Abutment
- Allows for 27 hrs of Project Management (assumes 1 progress meeting)
- No environmental permitting (USACE/USFWS/Endangered Species -NO; Sanitary PTI-Yes)
 - Assumes WCWS can self-certify W/L (no Water Plan Submittal)
- No survey to be performed outside of what is currently scoped for the existing contract/project
- Submittals for 65% (May 2020), 95% and 100% completion (Feb 2021)
- Work involving the raw water line feed to the golf course on the Kings Mills side of the river, owned by the City of Mason, is being covered in a separate contract with the City of Mason.

Task E: Miscellaneous Environmental Tasks

This task includes remaining environmental field studies, office research, and agency coordination to support commitments made in the Categorical Exclusion document for the project. These include the Section 7(a) Supplemental Information Package (Scenic River Coordination), Regulated Materials Review Investigation Sampling & Analysis Plan, Bat Presence Study, Section 404 Waterway Permit with Individual 401 Water Quality Certification (WQC), and Mussel Relocation Tasks. Regulated Material Review Investigation will be included in a future contract modification as requested by Warren County since it is not feasible to cost this effort at this time.

Additional detail is provided for the following tasks:

Task 3.1.I. Bat Mist Netting Survey: This effort will involve the following tasks:

Study Plan Preparation

Prior to the survey, Stantec will prepare a survey plan that outlines the methods and personnel used to complete the survey. Due to Stantec's federal permit conditions, this survey plan must be submitted to the USFWS and the Ohio Department of Natural Resources (ODNR) Division of Wildlife for written approval at least 15 days before field activities can be initiated.

Bat Mist Netting Survey

Once written concurrences of the mist net survey plan are received from the agencies, a team of two Stantec bat biologists will conduct field investigations and make a final selection of mist net locations based on a combination of factors including presence of key habitat characteristics and the team's combined experience utilizing the USFWS's *2019 Range-Wide Indiana Bat Summer Survey Guidelines* (April 2019). Site selection will also be based upon canopy cover, presence of non-obstructed flyways, and forest condition. The actual location and orientation of each net will be determined in the field prior to conducting surveys. Net sites will be located using a handheld GPS unit. Digital photographs that illustrate selection criteria will be obtained at each net site. A sketch of each site that illustrates the location of each net in regard to topographic features will be included in the final report.

Mist-netting will be conducted during the summer maternity season, which is defined in Ohio by USFWS and ODNR Division of Wildlife as June 1 to August 15. In accordance with the USFWS guidelines for mist netting linear projects in the Midwest Recovery Unit (of which Ohio is located), a minimum of 2 net nights (2 calendar nights) per 1 km (0.6 miles) of suitable summer habitat is appropriate for determining presence or probable absence. The Project area to be surveyed, provided by the USFWS response letter, has approximately 4 acres of suitable habitat. Based on guidance from USFWS, two (2) net nights of effort is considered appropriate for adequately determining presence or probable absence of Indiana bats and northern long-eared bats. Stantec biologists will conduct a mist net survey totaling a maximum of two calendar nights with one net per night, totaling two net-nights. This level of effort will be confirmed with the USFWS prior to initiation of surveys in the form of a Project study plan, as required per Stantec's federal permit. The survey must be performed during

appropriate weather conditions. If the weather forecast for proposed survey dates indicates unsuitable conditions, we will reschedule the survey at the earliest date of predictable appropriate weather conditions. Should an unpredictable weather delay occur which would invalidate survey results, additional expenses (weather delay cost described below) may be requested.

Bats will be live-caught in mist nets, removed from netting, processed (collect and record data), and released unharmed at the capture site. Bats will be identified by species by examining the ear and tragus, calcar, pelage, size/weight, length of right forearm, and overall appearance. Standard observations and measurements including time of capture, species, age, sex, reproductive condition, weight, and right forearm length will be recorded for all species collected. Handling and processing of all bats will be completed within 30 minutes of their capture. Documentation photos will be taken for all species encountered on site.

Upon completion of mist netting, a scientifically-defensible report will be prepared for use in consultation with USFWS and ODNR. The report will include a description of the Project, survey methods, results, and discussion in regard to the survey. Copies of mist net site description data sheets, bat capture data sheets, site photographs, and weather logs will be appended to the report. If any federally listed species are captured, the discussion will provide details on use of habitat in the Project area by these bats. Any radio-telemetry results (if applicable) will be included in the report to identify where any captured Indiana bat individuals were roosting. This report will also be used by Stantec for annual coordination of our Federal Permit activities. Data will also be coordinated with the ODNR as a requirement of our State Permit.

Assumptions:

- Stantec will obtain/maintain the necessary permits to conduct the surveys (USFWS permit and ODNR Permit);
- Based on the current 2019 Indiana Bat Summer Survey Guidelines and the ODNR Guidelines, the level of effort required for this survey will be 1 survey site/station with a minimum of 2 net nights per survey site that Stantec anticipates taking 2 calendar nights of appropriate weather conditions to complete;
- Survey effort will not change from the amount listed above based on changes to the Indiana Bat Survey Guidelines, which normally aren't published until April;
- Surveys will begin after the study plan is approved by both USFWS and ODNR but not before June 1;
- Stantec field staff will have access to the entire project area by June 1. Landowner access will be coordinated by WCEO;
- Should an unpredictable weather delay occur which would invalidate survey results, additional expenses may be requested; and
- Any fieldwork delays due to access restrictions, logistical issues, or any other limitations outside of Stantec's control may cause the estimated cost to change.

Task 3.1.M. Waterway Permit: It is assumed that the Warren County Engineer's Office (WCEO) will utilize ODOT's waterways permits process, which is available to LPAs for their federally funded projects. By utilizing ODOT's process, the WCEO may be able to secure the necessary permits faster than going through the USACE Huntington District. Stantec will prepare a Permit Determination Request (PDR) Package, which will be submitted to ODOT-OES for review. Based on the PDR, ODOT's Waterway Permits Unit (PDU) will provide a Permit Determination (PD) for WCEO's use in preparing the necessary permit application. Stantec will prepare the waterway permit (either a Nationwide Permit or Individual Permit). In addition, an Individual 401 Water Quality Certification is required for this project since it involves a national and state scenic river (the Little Miami River).

Task 3.1.O. Regulated Materials Review (RMR) Investigation S&AP: This task involves preparing Sampling & Analysis Plans for required RMR Investigations at both the King Powder Company property (RMR-1) and the Peter's Cartridge Factory property (RMR-2). These plans cannot be developed until Stage 2 plans are complete and will form the plan for the site investigations upon the approval of the regulatory

agencies. The actual RMR Investigations are not included in this task or in this proposal, as it is not possible to estimate the scope of work at this time. See attached proposal from Wood Environment & Infrastructure for more information.

Task 3.5.A. Prepare Environmental Document: This task finalizes the preparation of text and exhibits for completion of a Categorical Exclusion (CE) on ODOT's EnviroNet. For this project, a Level D2 CE is required. While the bulk of work on the CE was completed in the Phase A work, additional coordination is required for the Section 4(f)/6(f), to address ODOT comments and to incorporate some of the additional studies included in this Final Design Phase.

Following review and approval by WCEO, all environmental reports described in this scope narrative and related environmental/planning documents will be submitted to ODOT via EnviroNet upload. Approved design plans will also be uploaded to the EnviroNet. This proposal assumes all environmental deliverables and related documents will be submitted to WCEO (and ultimately ODOT via the EnviroNet) in PDF or Word document format.

Task 3.7.B. Preliminary Section 7(a) Supplemental Information Package: Since this project will impact the Little Miami River, a designated National Wild and Scenic River, a Preliminary Section 7(a) supplemental information package will be prepared for review and comment by the National Park Service (NPS). Comments received from the NPS will be used to modify the project to minimize impacts to the scenic river. This information package will be prepared by Stantec for ODOT, who will coordinate with NPS. The Preliminary Section 7(a) supplemental information package be prepared in accordance with ODOT's Ecological Manual, dated April 2014.

The Final Section 7(a) coordination will be initiated during the waterway permitting process by the USACE. Stantec will provide the following information in the USACE permit application to obtain Final Section 7(a) approval:

- NPS comments on the Preliminary Section 7(a) Coordination
- ODOT's disposition to NPS responses to Preliminary Section 7(a) Coordination (if necessary)
- National Wild and Scenic River Act Preliminary Section 7(a) approval
- Location maps, schematics, plan sheets, and cross sections
- Construction plan sheets illustrating impacts below the OHWM of aquatic resources, and that address the NPS comments

Should the NPS determine the project will have a "direct and adverse" impact to the national scenic river, the final waterway permit cannot be authorized. If this occurs, ODOT, in consultation with NPS, would resolve any issues that would result in the "direct and adverse impact". Stantec, would provide technical assistance to ODOT during this process by preparing mapping or other support.

Task 3.7.D. Mussel Relocation: Stantec proposes the following effort to relocate freshwater mussels from within the area of direct impact (ADI) and associated downstream (DSB) and upstream (USB) buffers surrounding of the proposed bridge project.

Agency Correspondence

As a condition of our USFWS federal collection permit, it will be necessary to prepare study plans for USFWS review and approval.

Mussel Relocation

Proposed relocation methods will follow approved Ohio Mussel Protocols (2018) for group two streams. This survey will consist of cell searches within the ADI and associated upstream (USB) and downstream (DSB) buffers. The entire project area (ADI, USB, and DSB) extends 168 meters longitudinally along the river and covers a total area of approximately 2,071 square meters. This consists of a five meter USB, 10 meter DSB, and 29 meter ADI. Cells will be delineated throughout the project area, not to exceed 100 square meters. Each cell will be searched at a rate of 20 minutes per cell for the first pass. If mussels are detected, an additional 30 minute search will be conducted. Additional 20 minute search passes will occur until ≤ 2 mussels or $< 5\%$ of the total mussels found on pass one are found on the final pass. Mussels will be collected by visual or surface searches, including moving cobble and woody debris, hand sweeping away silt, sand, and/or small detritus, and

disturbing/probing the upper five centimeters (two inches) of substrate. It is anticipated that SCUBA or surface supplied air diving will be necessary for the majority of the survey area. Mussels will be held in water permeable containers in the river until processed for length, species, and sex (when possible), and until relocated upstream.

Qualitative searches of upstream (outside of the project area) will be conducted to locate a suitable destination site for relocated mussels. Visibly suitable habitat will be qualitatively searched for at least 15 person-minutes to determine presence of a similar mussel community to that found in the project area. Once a suitable location is found, mussels from the project area will be relocated to within this destination site.

Reporting

Upon completion of the relocation, Stantec staff will prepare a brief report for submission to USFWS and Ohio Division of Wildlife's Department of Natural Resources (ODNR) describing:

- Habitat conditions at the relocation site and destination site(s);
- Methods used to complete the survey;
- Level of effort;
- Species relocated by cell; and
- Photographs of the project/destination sites & voucher specimens.

Assumptions

This fee estimate is based on the following assumptions:

- Survey methodologies approved by USFWS and ODNR will not differ significantly from those detailed in this project scope;
- The number of cells triggering a second pass will not exceed 25% of the total number of cells;
- The number of survey cells triggering a third pass will not exceed 50% of the cells that triggered a second pass;
- Survey operations will not exceed 2 total days of field work;
- A suitable destination site can be found upstream of the project area at a location that does not require additional mobilizations;
- Sediment concentrations at the work site are below thresholds that would require special health and safety equipment; and
- Warren County Engineer can provide access permission to the project area.
- Federally listed mussels will not be encountered during the relocation effort. This scope and cost estimate does not include additional Section 7 consultation, preparation of Biological Assessment, or formal consultation with the U.S. Fish and Wildlife Service related to finding of federally listed mussels. It does not include the fees associated with any demobilizations/remobilizations if federally listed mussels are initially encountered. It also does not include the fees associated with a federally listed mussel relocation effort.

IF-AUTHORIZED TASKS

In addition, the following task has been identified to be If-Authorized at the direction of the Warren County Engineer's Office.

Task 3.1.I. Bat Mist Netting Survey – Radio-Telemetry per Bat: If an Indiana bat or northern long-eared bat is captured during mist netting surveys, the USFWS will be informed within 48 hours, as specified by permit conditions. Stantec will inform the appropriate WCEO representative prior to calling the agencies; however, if we are not able to reach the representative, we are bound by our permit conditions to inform the agencies. In the event of a capture, we are bound by our Ohio State Permit to attach a transmitter and monitor the location of any northern long-eared and Indiana bats for a minimum of seven (7) days. While this will increase the proposal fee, having specific information on the bat roost locations can minimize the time for agency coordination and approvals.

For this optional task, each bat fitted with a radio transmitter will be tracked the following day in attempts to locate their roost. Bats fitted with radio-transmitters will be tracked to roost sites for at least 7 days, or until the transmitter fails or becomes detached. Stantec will spend a minimum of 4 hours per day searching for roost sites until the roost site is located or the 7-day tracking period ends. If property access can't be attained to locate exact roost location, Stantec biologists will use triangulation methodologies to estimate an approximate roost site. Once roost sites (e.g. tree) are located, they will be flagged and data will be collected. Field data collected will include type of roost (e.g. trees, buildings, bridges), bat identification # (transmitter frequency and, or band number) using roost, species (if a tree roost), diameter breast height (dbh) of tree, percent bark cover, percent canopy cover at roost location, aspect of roost, and proximity to water. Roost sites will be located using handheld GPS unit. Digital photographs that illustrate roosting conditions will be obtained at each roost site.

Upon acquiring landowner permission, once a roost tree is located, a path from the nearest road or trail would be flagged to each roost site to provide a safe and easy route for biologists conducting emergence counts at the roost sites. Emergence counts will be completed by positioning a biologist near the tree where visibility of the potential exit point is optimized. A minimum of two nights of emergence counts will be conducted at each roost site identified during radio-tracking. Emergence counts will start 30 minutes before sunset and end 60 minutes after sunset, or when it is too dark to see emerging bats. If multiple roost trees are identified within an area, then emergence counts will be completed at each tree simultaneously to estimate population size.

This optional task will cover the cost of the transmitter and monitoring for seven days. If additional monitoring is required by USFWS, then Stantec will contact WCEO to discuss the level of effort and costs for performing any necessary additional monitoring. If Indiana bats and/or northern long-eared bats *are not* captured during the survey, we will recommend that tree clearing restrictions be removed to allow the project to proceed on schedule.

Assumptions:

- Radio-telemetry costs are based on a single Indiana bat or northern long-eared bat capture for 7 days;
- If radio-telemetry is unsuccessful for three days, it will be assumed the transmitter has been lost or the bat has left the project area; and
- Costs do not include formal consultation for Section 7 of the Endangered Species Act. If a Biological Assessment is necessary, a separate cost can be provided for the level of effort deemed necessary by USFWS.

PROPOSED FEE

Task	Proposed Hours	Direct Costs	Stantec Lump Costs	Subconsultant Costs	Proposed Fee
A. Stage 2 Design	2536	\$113	\$0	\$0	\$320,065
B. Final Right-of-Way	290	\$608	\$0	\$0	\$38,316
C. Stage 3 Design & Tracings	911	\$128	\$0	\$0	\$119,045
D. Water & Sewer Work	0	\$49	\$36,905 ^a	\$0	\$36,954
E. Misc. Environmental Tasks	496	\$0	\$8,614 ^b \$26,200 ^c	\$8,856	\$104,361
TOTAL	4,233	\$898	\$71,719	\$8,856	\$618,741
If-Authorized Tasks					
Bat Mist Netting Survey – Radio Telemetry per Bat	0	\$0	\$10,500 ^d	\$0	\$10,500
IF-AUTHORIZED TOTAL	0	\$0	\$10,500	\$0	\$10,500
ADJUSTMENTS (Credit for unused Mussel Survey funds from Part A)					-\$57,000
GRAND TOTAL	4,233	\$898	\$82,219	\$8,856	\$572,241

^aTask 3.3.J.B. Warren County Water & Sewer Work

^bTask 3.1.I. Bat Mist Netting Survey

^cTask 3.7.D. Mussel Relocation

^dTask 3.1.J. Radio-Telemetry per Listed Bat found during Mist Netting (If Authorized)

LISTING OF SUBCONSULTANTS

<u>Subconsultant Firm</u>	<u>Work Category</u>	<u>Total Amount Proposed</u>
Wood Environment & Infrastructure	RMR Investigation Sampling & Analysis Plan	\$8,856

PROPOSED SCHEDULE

This proposal maintains the following schedule under which the project has been operating. Shaded dates are already complete.

<u>Milestone</u>	<u>Date</u>
Authorization	12/12/2017
Feasibility Study Submission	11/5/2018
AER Submission	4/3/2019
Stage 1 Design Submission	5/2/2019
Stage 1 Review Complete	6/26/2019
Preliminary ROW Plan Submission	6/28/2019
Draft CE Submission	4/15/2020
Stage 2 Design Submission	5/1/2020
Final ROW Plan Submission	5/1/2020
Environmental Clearance	5/15/2020
Stage 2 Review Complete	6/1/2020
ROW Tracings Submission	7/1/2020
R/W Authorized	7/1/2020
404/401 Permit Application	9/1/2020
Stage 3 Design Submission	3/1/2021
Stage 3 Review Complete	4/1/2021
R/W Acquisition Complete	7/13/2021
Tracings Design Submission	7/14/2021
Mussel Relocation	8/1/2021
404/401 Permit Approved	9/1/2021
Sale	10/15/2021
Construction	3/1/2022 - 3/1/2024

ATTACHMENTS

Appendix A: Stantec Cost Proposal	
Cost Summary*	pages A1-A4
Labor Summary	pages A5-A10
Non-Labor Direct Cost Summary	pages A11-A15
Appendix B: Wood E&I Proposal	pages B1-B3

*Note that Stantec Lump Costs related to Water & Sewer, Bat Survey, & Mussel Relocation tasks are shown in this spreadsheet as “Subconsultant Costs,” but will still be performed by Stantec.

ATTACHMENTS

APPENDIX A

Stantec Cost Proposal

- ❖ **Cost Summary**
- ❖ **Labor Summary**
- ❖ **Non-Labor Direct Cost Summary**

C-R-S		KING AVE - Final Design		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	Stantec Consulting Services Inc.											
Agreement No.	0			State Average Overhead Rate			162.83%					
Modification No.	0			Consultant Overhead Rate:			160.40%					
PID No.	106724			Cost of Money:			0.34%					
Proposal Date	12/20/2019 -- rev. 1/17/2020			Net Fee Percentage:			10%					
Task Not in Scope	If-Authorized Task			Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description				Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
AUTHORIZED TASKS:												
3 - Environmental Engineering Phase												
3.1 - Environmental Field Studies and Refined Impacts												
3.1.A - Phase I Cultural Resources - Archaeology	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.B1 - Phase II Cultural Resource History/Architecture	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.B2 - Phase II Cultural Resource Archaeology	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.C - Section 4(f) - Cultural	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.D - Phase I Environmental Site Assessment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.E - Farmland Studies	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.F - Secondary and Cumulative Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.G - Address NEPA Specific Environmental Justice Issues	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.H - Relocation Assistance Program Conceptual Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.I - Bat Mist Netting Survey	\$49.25	6	\$296	\$474	\$1	\$0	\$8,614	\$75	\$9,459			
3.1.J - Bat Mist Netting Survey - Radio Telemetry per bat (If Authorized)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.K - Determine Right of Way Encroachments	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.L - Determine Potential Right of Way from Railway	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.M - Waterway Permit	\$39.40	280	\$11,032	\$17,695	\$38	\$0	\$0	\$2,789	\$31,554			
3.1.N - Stream and Wetland Opportunities Inventory Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.O - Regulated Materials Review Investigation S&AP	\$49.25	4	\$197	\$316	\$1	\$0	\$8,856	\$50	\$9,420			
3.1.P - Air Quality Analyses	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.Q - Mussel Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.R - FIS Analysis, Revisions, and Coordination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts	\$39.74	280	\$11,525	\$18,485	\$39	\$0	\$17,470	\$2,914	\$50,433			
3.2 - Stage 1 Value Engineering												
3.2.A - Value Engineering Study and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.2 - Stage 1 Value Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3 - Stage 2												
3.3.A - Roadway												
3.3.A.A - Title Sheet	\$28.94	4	\$116	\$186	\$0	\$10	\$0	\$29	\$341			
3.3.A.B - Schematic	\$32.50	8	\$260	\$417	\$1	\$0	\$0	\$66	\$744			
3.3.A.C - General Notes	\$35.26	24	\$846	\$1,357	\$3	\$0	\$0	\$214	\$2,420			
3.3.A.D - Typical Sections	\$37.78	20	\$756	\$1,212	\$3	\$0	\$0	\$191	\$2,161			
3.3.A.E - Plan and Profile - Mainline	\$34.04	112	\$3,813	\$6,115	\$13	\$0	\$0	\$984	\$10,905			
3.3.A.F - Plan and Profile - Crossroads	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.G - Plan and profile - Ramps	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.H - Cross Sections	\$34.43	95	\$3,271	\$5,247	\$11	\$0	\$0	\$827	\$9,357			
3.3.A.I - Intersection / Roundabout Details	\$41.89	20	\$838	\$1,344	\$3	\$0	\$0	\$212	\$2,396			
3.3.A.J - Interchange Geometrics & Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.K - Limited Access Fencing Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B - Drainage												
3.3.B.A - Storm Sewer Profiles	\$38.06	9	\$343	\$549	\$1	\$0	\$0	\$87	\$980			
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details	\$43.24	56	\$2,422	\$3,884	\$8	\$0	\$0	\$612	\$6,926			
3.3.B.C - Channel Relocation Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.D - Underdrain details	\$39.13	6	\$235	\$377	\$1	\$0	\$0	\$59	\$671			
3.3.B.E - BMP Details	\$38.06	9	\$343	\$549	\$1	\$0	\$0	\$87	\$980			
3.3.B.F - Temporary Drainage (MOT)												
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan	\$31.30	25	\$783	\$1,255	\$3	\$0	\$0	\$198	\$2,238			
3.3.C.B - Signing Plan	\$32.39	35	\$1,134	\$1,819	\$4	\$0	\$0	\$287	\$3,243			
3.3.D - Signals & ITS												
3.3.D.A - Signal Plan Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.D.B - Interconnect Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.D.C - Systems Engineering Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes	\$43.63	12	\$524	\$840	\$2	\$0	\$0	\$132	\$1,497			
3.3.E.B - Detour Plan	\$33.75	24	\$810	\$1,299	\$3	\$0	\$0	\$205	\$2,317			
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet	\$38.75	8	\$310	\$497	\$1	\$0	\$0	\$78	\$887			
3.3.E.D - Temporary Signing Details	\$32.71	12	\$393	\$630	\$1	\$0	\$0	\$99	\$1,123			
3.3.E.E - MOT Typical Sections	\$35.42	12	\$425	\$682	\$1	\$0	\$0	\$107	\$1,216			
3.3.E.F - MOT Plan Sheets	\$36.46	144	\$5,539	\$8,884	\$19	\$0	\$0	\$1,400	\$15,841			

C-R-S		KING AVE - Final Design		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	Stantec Consulting Services Inc.											
Agreement No.	0			State Average Overhead Rate			152.83%					
Modification No.	0			Consultant Overhead Rate:			160.40%					
PID No.	106724			Cost of Money:			0.34%					
Proposal Date	12/20/2019 -- rev. 1/17/2020			Net Fee Percentage:			10%					
Task Not In Scope	If-Authorized Task			Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description				Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)												
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.H - New Temporary Signal												
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.I - Signalized Closures	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.J - MOT Coordination Discussions	\$54.25	14	\$760	\$1,218	\$3	\$42	\$0	\$192	\$2,214			
3.3.E.K - MOT Constructability Coordination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.L - Temporary Pavement Sections and Earthwork	\$28.75	4	\$115	\$184	\$0	\$0	\$0	\$29	\$329			
3.3.E.M - Crossover Plan and Profile												
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Superelevation Design & Table	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.N - MOT Temporary Access Details												
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access	\$36.25	40	\$1,450	\$2,326	\$5	\$0	\$0	\$367	\$4,147			
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.O - Miscellaneous MOT Details												
3.3.E.O.1 - Miscellaneous MOT Details - Plan Insert Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.P - PIAC/Incentive Funds Request	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.F - Lighting Plan												
3.3.F.A - Lighting Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.F.B - Power/Circuit Layout & Details	\$35.79	21	\$752	\$1,205	\$3	\$0	\$0	\$190	\$2,149			
3.3.F.C - Lighting Plan and Details	\$33.52	31	\$1,039	\$1,667	\$4	\$0	\$0	\$263	\$2,972			
3.3.F.D - Voltage Drop Calculations	\$41.50	11	\$457	\$732	\$2	\$0	\$0	\$115	\$1,306			
3.3.F.E - Power Service	\$38.83	9	\$350	\$561	\$1	\$0	\$0	\$98	\$1,000			
3.3.G - Landscape Plan												
3.3.G.A - Landscape Plan and Details	\$35.42	12	\$425	\$682	\$1	\$0	\$0	\$107	\$1,216			
3.3.G.B - General Notes	\$35.42	6	\$213	\$341	\$1	\$0	\$0	\$54	\$608			
3.3.H - Noise Wall Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.I.A Bridge Plans												
	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WAR-282-0089 (Bridge over Little Miami River)	\$44.94	945	\$42,473	\$68,126	\$144	\$0	\$0	\$10,738	\$121,481			
WAR-150-0001 (Bridge of Little Miami Scenic Trail)	\$42.98	400	\$17,150	\$27,509	\$58	\$0	\$0	\$4,336	\$49,053			
3.3.I.B Structure Rating	\$56.50	20	\$1,130	\$1,813	\$4	\$0	\$0	\$286	\$3,232			
3.3.J - Utilities												
3.3.J.A - Utility Coordination and Documentation	\$41.50	8	\$332	\$533	\$1	\$0	\$0	\$84	\$950			
3.3.J.B - Water Works Plan	#DIV/0!	0	\$0	\$0	\$0	\$49	\$36,905	\$0	\$36,954			
3.3.J.C - Water Works Details & Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
3.3.J.D - Add Utilities to Plan/Profile Sheets	\$30.59	22	\$673	\$1,079	\$2	\$0	\$0	\$170	\$1,925			
3.3.K - Geotechnical Services												
3.3.K.A - Finalize Geotechnical Investigation and Report	\$41.00	48	\$1,968	\$3,157	\$7	\$0	\$0	\$498	\$5,629			
TOTAL 3.3 - Stage2				\$41.53	2226	\$92,440	\$148,274	\$314	\$100	\$36,905	\$23,372	\$301,405
3.4 - Right of Way Plans												
3.4.A Conceptual Right of Way Plan Review												
3.4.A - Preliminary Right of Way Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B - Legend Sheet												
3.4.B.A - Legend Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B.B - Centerline Survey Plat												
3.4.B.B - Centerline Survey Plat	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B.C - Property Map												
3.4.B.C - Property Map	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B.D - Summary of Additional Right of Way												
3.4.B.D - Summary of Additional Right of Way	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B.E - Detailed ROW Plan Sheets												
3.4.B.E - Detailed ROW Plan Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B.F - Dedication Plats / Survey Records												
3.4.B.F - Dedication Plats / Survey Records	\$35.92	49	\$1,760	\$2,823	\$6	\$230	\$0	\$445	\$5,265			
3.4.B.G - Legal Descriptions and Closure Calculations												
3.4.B.G - Legal Descriptions and Closure Calculations	\$50.21	80	\$4,017	\$6,442	\$14	\$50	\$0	\$1,015	\$11,538			
3.4.B.H - Right-of-Way Acquisition Estimate												
3.4.B.H - Right-of-Way Acquisition Estimate	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B.I - Field Review												
3.4.B.I - Field Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B.J - Stake Centerline at 100' Intervals & control points with 3-point references												
3.4.B.J - Stake Centerline at 100' Intervals & control points with 3-point references	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.C - Final Right of Way Plans												
3.4.C.A - Final Right of Way Plans												
3.4.C.A - Final Right of Way Plans	\$40.40	100	\$4,040	\$6,481	\$14	\$0	\$0	\$1,021	\$11,556			
3.4.C.B - Field Review & Verify Property Owners												
3.4.C.B - Field Review & Verify Property Owners	\$50.72	29	\$1,471	\$2,359	\$5	\$14	\$0	\$372	\$4,220			
3.4.C.C - Record Centerline Plat and all appropriate documents												
3.4.C.C - Record Centerline Plat and all appropriate documents	\$34.25	4	\$137	\$220	\$0	\$38	\$0	\$35	\$430			

C-R-S		KING AVE - Final Design		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	Stantec Consulting Services Inc.											
Agreement No.	0			State Average Overhead Rate			152.83%					
Modification No.	0			Consultant Overhead Rate:			160.40%					
PID No.	106724			Cost of Money:			0.34%					
Proposal Date	12/20/2019 -- rev. 1/17/2020			Net Fee Percentage:			10%					
Task Not In Scope	If-Authorized Task			Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost	
3.4.C.D - Set R/W Pins after acquisition		\$62.82	28	\$1,759	\$2,821	\$6	\$276	\$0	\$445		\$5,307	
3.4.C.E - Set Stakes During Acquisition (If-Authorized)	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
TOTAL 3.4 - Right of Way Plans		\$45.46	290	\$13,184	\$21,147	\$45	\$608	\$0	\$3,333		\$38,316	
3.5 - Prepare Environmental Document												
3.5.A - Prepare Environmental Document		\$49.25	108	\$5,319	\$8,532	\$18	\$0	\$0	\$1,345		\$15,214	
TOTAL 3.5 - Prepare Environmental Document		\$49.25	108	\$5,319	\$8,532	\$18	\$0	\$0	\$1,345		\$15,214	
3.6 - Environmental Commitments and Plan Notes												
3.6.A - Environmental Commitment Plan Notes		\$49.25	8	\$394	\$632	\$1	\$0	\$0	\$100		\$1,127	
TOTAL 3.6 - Environmental Commitments and Plan Notes		\$49.25	8	\$394	\$632	\$1	\$0	\$0	\$100		\$1,127	
3.7 - Final Mitigation Plans Coordination												
3.7.A - Mitigation for Cultural Resources	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
3.7.B - 7(a) Supplemental Information Package		\$43.88	84	\$3,686	\$5,912	\$13	\$0	\$0	\$932		\$10,543	
3.7.C - Mitigation for Wetlands	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
3.7.D - Mussel Relocation		\$49.25	6	\$296	\$474	\$1	\$0	\$26,200	\$75		\$27,045	
TOTAL 3.7 - Final Mitigation Plans Coordination		\$44.24	90	\$3,982	\$6,386	\$14	\$0	\$26,200	\$1,007		\$37,588	
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.A - Roadway/Interchange Costs		\$44.50	20	\$890	\$1,428	\$3	\$0	\$0	\$225		\$2,546	
3.8.B - Structures Costs		\$54.00	60	\$3,240	\$5,197	\$11	\$0	\$0	\$819		\$9,267	
3.8.C - Utility Costs		\$59.17	6	\$355	\$569	\$1	\$0	\$0	\$60		\$1,015	
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		\$52.15	86	\$4,485	\$7,194	\$15	\$0	\$0	\$1,134		\$12,828	
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings		\$55.71	24	\$1,337	\$2,145	\$5	\$62	\$0	\$338		\$3,887	
3.9.B - General Oversight		\$69.00	200	\$13,600	\$21,814	\$46	\$0	\$0	\$3,438		\$38,899	
3.9.C - Project Set Up	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
TOTAL 3.9 - Project Management for Environmental Engineering Phase		\$68.69	224	\$14,937	\$23,959	\$51	\$62	\$0	\$3,777		\$42,786	
3.10 - Limited Review												
3.10.A - QA/QC for Limited Review	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
TOTAL 3.10 - Limited Review	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
Total - 3 Environmental Engineering Phase		\$44.03	3322	\$146,265	\$234,609	\$497	\$770	\$80,575	\$36,980		\$499,696	
4 - Final Engineering and R/W Phase												
4.1 - Right of Way Acquisition												
4.1.A - Right of Way Acquisition	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
TOTAL 4.1 - Right of Way Acquisition	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary		\$37.69	18	\$682	\$1,094	\$2	\$0	\$0	\$172		\$1,951	
4.2.A.B - Drainage Subsummary		\$32.50	8	\$260	\$417	\$1	\$0	\$0	\$66		\$744	
4.2.A.C - Roadway Subsummary		\$32.59	96	\$3,129	\$5,019	\$11	\$0	\$0	\$791		\$8,950	
4.2.A.D - Not used	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.A.E - Maintenance of Traffic Subsummary		\$38.75	4	\$155	\$249	\$1	\$0	\$0	\$39		\$443	
4.2.A.F - Pavement Marking Subsummary		\$34.06	17	\$579	\$929	\$2	\$0	\$0	\$146		\$1,656	
4.2.A.G - Signing Subsummary		\$34.59	17	\$588	\$943	\$2	\$0	\$0	\$149		\$1,682	
4.2.A.H - Signal Subsummary	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.A.I - Noise Wall Subsummary	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.A.J - Retaining Wall Subsummary	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.A.K - Lighting Subsummary		\$35.15	17	\$598	\$956	\$2	\$0	\$0	\$151		\$1,709	
4.2.A.L - Landscape Subsummary		\$39.13	18	\$704	\$1,130	\$2	\$0	\$0	\$178		\$2,014	
4.2.A.M - General Summary Sheet		\$34.78	100	\$3,478	\$5,579	\$12	\$0	\$0	\$879		\$9,948	
4.2.A.N - Bridge Estimated Quantities Sheet		\$41.06	36	\$1,478	\$2,371	\$5	\$0	\$0	\$374		\$4,227	
4.2.A.O - Reinforcing Steel Schedule		\$39.66	128	\$5,077	\$8,144	\$17	\$0	\$0	\$1,284		\$14,521	
4.2.A.P - General Notes		\$38.73	12	\$465	\$745	\$2	\$0	\$0	\$118		\$1,329	
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.A.R - Lighting Notes		\$37.85	23	\$871	\$1,396	\$3	\$0	\$0	\$220		\$2,490	
4.2.A.S - Bridge General Notes		\$42.65	24	\$1,024	\$1,642	\$3	\$0	\$0	\$259		\$2,927	
4.2.A.T - Fencing Plan Subsummary	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.B - Traffic Signal Plans & ITS Plans												
4.2.B.A - Wiring diagram & pole orientation	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.B.B - Timing Chart	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
4.2.B.C - Elevation Views of Mast Arm Poles	#DIV/0!	0	0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	

C-R-S		KING AVE - Final Design		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	Stantec Consulting Services Inc.											
Agreement No.	0			State Average Overhead Rate			152.83%					
Modification No.	0			Consultant Overhead Rate:			160.40%					
PID No.	106724			Cost of Money:			0.34%					
Proposal Date	12/20/2019 -- rev. 1/17/2020			Net Fee Percentage:			10%					
Task Not In Scope	If-Authorized Task			Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description		#DIV/0!	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost		
4.2.B.D - Traffic Signal Signs		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.C - Signing Plans		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.C.A - Signing Plans		\$33.00	15	\$495	\$794	\$2	\$0	\$0	\$125	\$1,416		
4.2.C.B - Elevation View of Major Signs		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.C.C - SignCAD		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D - Miscellaneous		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D.A - Obtain Railroad Agreement		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D.B - Prepare FAA Form 7460-1 for Airway/Highway Clearance		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D.C - Project Site Plan		\$31.50	24	\$756	\$1,213	\$3	\$0	\$0	\$191	\$2,162		
4.2.D.D - Update Systems Engineering Analysis		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D.E - Baseline Construction Schedule		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D.F - Not used		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.D.G - Title Sheet		\$35.81	8	\$287	\$460	\$1	\$12	\$0	\$72	\$631		
4.2.E - Lighting Plans		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.E.A - Lighting Details		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.E.B - Lighting Details - Underpass Lighting		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.2 - Stage 3 Detailed Design Plans		\$36.50	565	\$20,624	\$33,081	\$70	\$12	\$0	\$5,214	\$59,001		
4.3 - Prepare Cost Estimates and Revise Milestone		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.3.A - Roadway/Interchange Costs		\$44.92	36	\$1,617	\$2,594	\$5	\$0	\$0	\$409	\$4,625		
4.3.B - Right of Way		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.3.C - Structures Costs		\$54.00	16	\$864	\$1,386	\$3	\$0	\$0	\$218	\$2,471		
4.3.D - Utility Costs		\$54.75	8	\$438	\$703	\$1	\$0	\$0	\$111	\$1,253		
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		\$48.65	60	\$2,919	\$4,682	\$10	\$0	\$0	\$738	\$8,349		
4.4 - Final Plan Package		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.4.A - Submission of Final Tracings and Documentation		\$45.33	46	\$2,085	\$3,344	\$7	\$12	\$0	\$527	\$5,976		
4.4 - Final Plan Package		\$45.33	46	\$2,085	\$3,344	\$7	\$12	\$0	\$527	\$5,976		
4.5 - Project Management for Final Engineering and Right of Way Phase		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.5.A - Meetings		\$58.70	40	\$2,348	\$3,766	\$8	\$104	\$0	\$594	\$6,820		
4.5.B - General Oversight		\$68.00	200	\$13,600	\$21,814	\$46	\$0	\$0	\$3,438	\$38,899		
4.5.C - Project Set Up		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		\$66.45	240	\$15,948	\$25,581	\$54	\$104	\$0	\$4,032	\$45,719		
4.6 - Pre-Bid Activities		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.6.A - Pre-Bid Questions		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.6 - Pre-Bid Activities		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.7 - Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.7.A - QA/QC for Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.7 - Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - Final Engineering Phase		\$45.64	911	\$41,576	\$66,688	\$141	\$128	\$0	\$10,512	\$119,045		
5 - Construction Phase		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - Construction Phase		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED PARTS		\$44.38	4233	\$187,841	\$301,297	\$639	\$898	\$80,575	\$47,492	\$618,741		
IF-AUTHORIZED TASKS:		#DIV/0!	0	\$0	\$0	\$0	\$0	\$10,500	\$0	\$10,500		
3.1.J - Bat Mist Netting Survey - Radio Telemetry per bat (If Authorized)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$10,500	\$0	\$10,500		
TOTAL IF-AUTHORIZED PARTS		#DIV/0!	0	\$0	\$0	\$0	\$0	\$10,500	\$0	\$10,500		
ADJUSTMENT												
ADJUSTMENT												
GRAND TOTAL		\$44.38	4233	\$187,841	\$301,297	\$639	\$898	\$91,075	\$47,492	\$672,241		

PROPOSAL LABOR SUMMARY										Version: Feb 2017			
C-R-S	KING AVE - Final Design												
Consultant:	Stantec Consulting Services Inc.												
Agreement No.													
Modification No.													
PID No.	106724												
Proposal Date	1/20/2019 - rev. 1/17/2020												
Task Not In Scope	If Authorized Task												
Task Description	Project Manager	Sr. Roadway Engineer	Sr. Structural Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Sr. Geotech Engineer	Total
	\$68.00	\$48.75	\$66.50	\$41.50	\$29.50	\$34.25	\$28.75	\$49.75	\$65.00	\$48.25	\$39.00	\$63.00	Hours
													Cost

AUTHORIZED TASKS:

3 - Environmental Engineering Phase

3.1 - Environmental Field Studies and Refined Impacts

3.1.A - Phase I Cultural Resources - Archaeology													0
3.1.B1 - Phase II Cultural Resources - History/Architecture													0
3.1.B2 - Phase II Cultural Resources - Archaeology													0
3.1.C - Section 4(f) - Cultural													0
3.1.D - Phase I Environmental Site Assessment													0
3.1.E - Fanning Studies													0
3.1.F - Secondary and Cumulative Review													0
3.1.G - Address NEPA Specific Environmental Justice Issues													0
3.1.H - Relocation Assistance Program Conceptual Survey													0
3.1.I - Bat Mist Netting Survey										6			\$296
3.1.J - Bat Mist Netting Survey - Radio Telemetry per bat (if Authorized)													0
3.1.K - Determine Right of Way Encroachments													0
3.1.L - Determine Potential Right of Way from Railway													0
3.1.M - Waterway Permit				12						8	260		\$11,032
3.1.N - Stream and Wetlands Opportunities Inventory Report										4			\$197
3.1.O - Regulated Materials Review Investigation S&AP													0
3.1.P - Air Quality Analyses													0
3.1.Q - Mussel Survey													0
3.1.R - GIS Analysis, Revisions, and Coordination													0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts	0	0	0	12	0	0	0	0	0	18	260	0	\$11,529

3.2 - Stage 1 Value Engineering

3.2.A - Value Engineering Study and Report	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL 3.2 - Stage 1 Value Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0

3.3 - Stage 2

3.3.A - Roadway													
3.3.A.A - Title Sheet					1		3						\$116
3.3.A.B - Schematic				2	6								\$260
3.3.A.C - General Notes	1	3		4	8		8						\$946
3.3.A.D - Typical Sections	2			8			10						\$756
3.3.A.E - Plan and Profile - Mainline	2	14		16	40		40						\$3,813
3.3.A.F - Plan and Profile - Crossroads													0
3.3.A.G - Plan and Profile - Ramps													0
3.3.A.H - Cross Sections													0
3.3.A.I - Intersection / Roundabout Details					40		15						\$3,271
3.3.A.J - Interchange Geometrics & Details					8		3						\$838
3.3.A.K - Limited Access Fencing Plan					1								0
3.3.B - Drainage													0
3.3.B.A - Storm Sewer Profiles													0
3.3.B.A - Storm Sewer Profiles	1	2		6									\$543
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details		30		16	10								\$2,422
3.3.B.C - Channel Relocation Details													0
3.3.B.D - Underdrain details		3		3									\$235
3.3.B.E - BMP Details		4		5									\$343
3.3.B.F - Temporary Drainage (MOT)													0
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans													0
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations													0

PROPOSAL LABOR SUMMARY

C-R-S	KING AVE - Final Design	Project Manager	Sr. Roadway Engineer	Sr Structural Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Sr. Geotech Engineer	Hours	Cost
Consultant:	Stantec Consulting Services Inc.														
Agreement No.															
Modification No.															
PID No.	106724														
Proposal Date	1/22/2019 - rev. 1/17/2020														
Task Not In Scope	If Authorized Task														
Task Description		\$68.00	\$48.75	\$66.50	\$41.50	\$25.50	\$34.25	\$28.75	\$49.75	\$65.00	\$49.25	\$39.00	\$63.00		
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details														0	\$0
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring														0	\$0
3.3.C - Traffic Control														25	\$783
3.3.C.A - Pavement Marking Plan					5			20						35	\$1,134
3.3.C.B - Signing Plan					10			25							
3.3.D - Signals & ITS															
3.3.D.A - Signal Plan Sheets		2	5					5						12	\$524
3.3.D.B - Interconnect Details			6					18						24	\$810
3.3.D.C - Systems Engineering Analysis			4					4						8	\$310
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets			2			10								12	\$393
3.3.E - Maintenance of Traffic			4					8						12	\$425
3.3.E.A - MOT General Notes		2	60		8	24		50						144	\$5,539
3.3.E.B - Detour Plan															
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet															
3.3.E.D - Temporary Signing Details															
3.3.E.E - MOT Typical Sections															
3.3.E.F - MOT Plan Sheets															
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)															
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection														0	\$0
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement														0	\$0
3.3.E.H - New Temporary Signal															
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection															
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source															
3.3.E.I - Signalized Closures															
3.3.E.J - MOT Coordination Discussions		4	10											14	\$760
3.3.E.K - MOT Constability Coordination															
3.3.E.L - Temporary Pavement Sections and Earthwork								4						4	\$115
3.3.E.M - Crossover Plan and Profile															
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Superlevation Design & Table															
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets															
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets															
3.3.E.N - MOT Temporary Access Details															
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access															
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access															
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details															
3.3.E.O - Miscellaneous MOT Details															
3.3.E.O.1 - Miscellaneous MOT Details - Plan - Insert Sheets															
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing															
3.3.E.P - PIA/Concave Funds Request															
3.3.F - Lighting Plan															
3.3.F.A - Lighting Analysis															
3.3.F.B - Power Circuit Layout & Details					11	10								21	\$752
3.3.F.C - Lighting Plan and Details					11	10		10						31	\$1,038
3.3.F.D - Voltage Drop Calculations					11									11	\$457
3.3.F.E - Power Service					7	2								9	\$350

C-R-S		PROPOSAL LABOR SUMMARY										Version: Feb 2017		
Consultant:	KING AVE - Final Design													
Agreement No.	Stantec Consulting Services Inc.													
Modification No.														
PID No.	108724													
Proposal Date	12/20/2019 - rev. 1/17/2020													
Task No./In Scope	If Authorized Task													
Task Description	Project Manager	Sr. Roadway Engineer	Sr Structural Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Sr. Geotech Engineer	Hours	Cost
3.3.C - Landscape Plan	\$68.00	\$48.75	\$66.50	\$41.50	\$29.50	\$34.25	\$28.75	\$49.75	\$65.00	\$49.25	\$39.00	\$63.00	12	\$425
3.3.G.A - Landscape Plan and Details		4					8						6	\$213
3.3.G.B - General Notes		2					4						0	\$0
3.3.H - Noise Wall Details														
3.3.I - Bridge Plans (break out for each bridge separately)														
3.3.I.A Bridge Plans														
3.3.I.B Structure Rating														
3.3.I - Utilities														
3.3.J.A - Utility Coordination and Documentation														
3.3.J.B - Water Works Plan														
3.3.J.C - Water Works Details & Notes														
3.3.J.D - Add Utilities to Plan/Profile Sheets														
3.3.K - Geotechnical Services														
3.3.K.A - Finalize Geotechnical Investigation and Report														
TOTAL 3.3 - Stage2	14	176	352	568	212	620	276	0	0	0	0	8	22	\$673
TOTAL 3.3 - Stage2	14	176	352	568	212	620	276	0	0	0	0	8	48	\$1,968
TOTAL 3.3 - Stage2	14	176	352	568	212	620	276	0	0	0	0	8	2226	\$92,440
3.4 - Right of Way Plans														
3.4.A Conceptual Right of Way Plan Review														
3.4.B - Preliminary Right of Way Plans														
3.4.B.A - Legend Sheet														
3.4.B.B - Centerline Survey Plat														
3.4.B.C - Property Map														
3.4.B.D - Summary of Additional Right of Way														
3.4.B.E - Detailed ROW Plan Sheets														
3.4.B.F - Dedication Plans / Survey Records														
3.4.B.G - Legal Descriptions and Closure Calculations														
3.4.B.H - Right-of-Way Acquisition Estimate														
3.4.B.I - Field Review														
3.4.B.J - Stake Centerline at 100' intervals & control points with 3-point references														
3.4.C - Final Right of Way Plans														
3.4.C.A - Final Right of Way Plans														
3.4.C.B - Field Review & Verify Property Owners														
3.4.C.C - Record Centerline Plat and all appropriate documents														
3.4.C.D - Set ROW Pins after acquisition														
3.4.C.E - Set Stakes During Acquisition (If Authorized)														
TOTAL 3.4 - Right of Way Plans	9	0	0	0	0	26	74	145	36	0	0	0	250	\$13,194
3.5 - Prepare Environmental Document														
3.5.A - Prepare Environmental Document														
TOTAL 3.5 - Prepare Environmental Document	0	0	0	0	0	0	0	0	0	108	0	0	108	\$5,319
3.6 - Environmental Commitments and Plan Notes														
3.6.A - Environmental Commitment Plan Notes														
TOTAL 3.6 - Environmental Commitments and Plan Notes	0	0	0	0	0	0	0	0	0	8	0	0	8	\$394
3.7 - Final Mitigation Plans Coordination														
3.7.A - Mitigation for Cultural Resources														
3.7.B - 7(a) Supplemental Information Package														
3.7.C - Mitigation for Wetlands														
3.7.D - Mussel Relocation														
TOTAL 3.7 - Final Mitigation Plans Coordination	0	0	0	0	0	0	0	0	0	46	0	0	90	\$3,982

C-R-S KING AVE - Final Design

Stantec Consulting Services Inc.

Agreement No. 106724

Modification No. 1220/2019 - rev. 1/17/2020

PID No. If-Authorized Task

Proposal Date

Task Not in Scope

Task Description

3.8 - Prepare Cost Estimates and Revise Milestone

3.8.A - Roadway/Interchange Costs

3.8.B - Structures Costs

3.8.C - Utility Costs

TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone

3.9 - Project Management for Environmental Engineering Phase

3.9.A - Meetings

3.9.B - General Oversight

3.9.C - Project Set Up

TOTAL 3.9 - Project Management for Environmental Engineering Phase

3.10 - Limited Review

3.10.A - OAGC for Limited Review

TOTAL 3.10 - Limited Review

Total - 3 Environmental Engineering Phase

Version: Feb 2017

Project Manager	Sr. Roadway Engineer	Sr. Structural Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Sr. Geotech Engineer	Hours	Cost
\$68.00	\$48.75	\$66.50	\$41.50	\$29.50	\$34.25	\$28.75	\$49.75	\$65.00	\$49.25	\$39.00	\$65.00	20	\$890
6	30	30	30	4	4	4	4	60	6	6	6	60	\$3,240
4	2	30	38	4	0	4	0	0	0	0	0	86	\$4,485
8	4	4	8	0	0	0	0	0	0	0	0	24	\$1,337
200	4	4	8	0	0	0	0	0	0	0	0	200	\$13,600
208	4	4	8	0	0	0	0	0	0	0	0	224	\$14,937
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
241	180	386	626	216	646	354	145	36	180	304	8	3322	\$145,265
4 - Final Engineering and ROW Phase													
4.1 - Right of Way Acquisition													
4.1.A - Right of Way Acquisition													
TOTAL 4.1 - Right of Way Acquisition													
4.2 - Stage 3 Detailed Design Plans													
4.2.A - Quantities and Notes													
4.2.A.A - Pavement Subsummary													
4.2.A.B - Drainage Subsummary													
4.2.A.C - Roadway Subsummary													
4.2.A.D - Not Used													
4.2.A.E - Maintenance of Traffic Subsummary													
4.2.A.F - Pavement Marking Subsummary													
4.2.A.G - Signing Subsummary													
4.2.A.H - Signal Subsummary													
4.2.A.I - Noise Wall Subsummary													
4.2.A.J - Retaining Wall Subsummary													
4.2.A.K - Lighting Subsummary													
4.2.A.L - Landscape Subsummary													
4.2.A.M - General Summary Sheet													
4.2.A.N - Bridge Estimated Quantities Sheet													
4.2.A.O - Reinforcing Steel Schedule													
4.2.A.P - General Notes													
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)													
4.2.A.R - Lighting Notes													
4.2.A.S - Bridge General Notes													
4.2.A.T - Fencing Plan Subsummary													
4.2.B - Traffic Signal Plans & ITS Plans													
4.2.B.A - Wiring diagram & pole orientation													
4.2.B.B - Timing Chart													
4.2.B.C - Elevation Views of Mast Arm Poles													
4.2.B.D - Traffic Signal Signs													

C-R-S		PROPOSAL LABOR SUMMARY										Version: Feb 2017		
Consultant:	KING AVE - Final Design													
Agreement No.	Stanlec Consulting Services Inc.													
Modification No.														
PID No.	106724													
Proposal Date	12/20/2019 - rev. 1/17/2020													
Task Not in Scope	If Authorized Task													
Task Description	Project Manager	Sr. Roadway Engineer	Sr Structural Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Sr. Geotech Engineer	Hours	Cost
4.2.B.E - ITS Traffic Surveillance	\$68.00	\$48.75	\$66.50	\$41.50	\$29.50	\$34.25	\$28.75	\$49.75	\$85.00	\$39.00	\$63.00	0	\$0	
4.2.C - Signing Plans				5			10					15	\$495	
4.2.C.A - Signing Plans												0	\$0	
4.2.C.B - Elevation View of Major Signs												0	\$0	
4.2.C.C - SignCAD												0	\$0	
4.2.D - Miscellaneous												0	\$0	
4.2.D.A - Obtain Railroad Agreement												0	\$0	
4.2.D.B - Prepare FAA Form 7460-1 for Airway/Highway Clearance												0	\$0	
4.2.D.C - Project Site Plan				4	20							24	\$756	
4.2.D.D - Update Systems Engineering Analysis												0	\$0	
4.2.D.E - Baseline Construction Schedule												0	\$0	
4.2.D.F - Not used												0	\$0	
4.2.D.G - Title Sheet	1			1	6							8	\$297	
4.2.E - Lighting Plans												0	\$0	
4.2.E.A - Lighting Details												0	\$0	
4.2.E.B - Lighting Details - Underpass Lighting												0	\$0	
TOTAL 4.2 - Stage 3 Detailed Design Plans	18	29	16	149	196	86	111	0	0	0	0	565	\$20,624	
4.3 - Prepare Cost Estimates and Revise Milestone												36	\$1,617	
4.3.A - Roadway/Interchange Costs	8	8		8	8		4					18	\$854	
4.3.B - Right of Way												8	\$438	
4.3.C - Structures Costs	4		8									0	\$0	
4.3.D - Utility Costs	4		4									0	\$0	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	12	8	8	20	8	0	4	0	0	0	0	60	\$2,919	
4.4 - Final Plan Package												46	\$2,065	
4.4.A - Submission of Final Tracings and Documentation	9	0	6	10	3	2	14	2				46	\$2,065	
4.4.B - Final Plan Package	3	0	6	10	3	2	14	2				46	\$2,065	
4.5 - Project Management for Final Engineering and Right of Way												0	\$0	
4.5.A - Meetings	20	8	4	8								40	\$2,348	
4.5.B - General Oversight	200											200	\$13,600	
4.5.C - Project Set Up												0	\$0	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	220	8	4	8	0	0	0	0	0	0	0	240	\$15,948	
4.6 - Pre-Bid Activities												0	\$0	
4.6.A - Pre-Bid Questions												0	\$0	
TOTAL 4.6 - Pre-Bid Activities	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
4.7 - Limited Review												0	\$0	
4.7.A - QA/QC for Limited Review												0	\$0	
4.7 - Limited Review	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
TOTAL 4.7 - Limited Review	259	45	34	187	167	88	129	2	0	0	0	911	\$41,576	

C-R-S		KING AVE - Final Design		DIRECT COSTS							Version: Feb 2017	
Consultant:	Stantec Consulting Services Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	106724											
Proposal Date	12/20/2019 -- rev. 1/17/2020											
Task Not in Scope	If Authorized Task											
Task Description	Unit Cost:	\$0.52	\$0.12	\$0.49	\$600.00	\$50.00	\$50.00	\$10.00	\$5.00			

AUTHORIZED TASKS:

3 - Environmental Engineering Phase

3.1 - Environmental Field Studies and Refined Impacts

3.1.A - Phase I Cultural Resources - Archaeology												\$0
3.1.B1 - Phase II Cultural Resource History/Architecture												\$0
3.1.B2 - Phase II Cultural Resource Archaeology												\$0
3.1.C - Section 4(f) - Cultural												\$0
3.1.D - Phase I Environmental Site Assessment												\$0
3.1.E - Farmland Studies												\$0
3.1.F - Secondary and Cumulative Review												\$0
3.1.G - Address NEPA Specific Environmental Justice Issues												\$0
3.1.H - Relocation Assistance Program Conceptual Survey												\$0
3.1.I - Bat Mist Netting Survey												\$0
3.1.J - Bat Mist Netting Survey - Radio Telemetry per bat (If Authorized)												\$0
3.1.K - Determine Right of Way Encroachments												\$0
3.1.L - Determine Potential Right of Way from Railway												\$0
3.1.M - Waterway Permit												\$0
3.1.N - Stream and Wetland Opportunities Inventory Report												\$0
3.1.O - Regulated Materials Review Investigation S&AP												\$0
3.1.P - Air Quality Analyses												\$0
3.1.Q - Mussel Survey												\$0
3.1.R - FIS Analysis, Revisions, and Coordination												\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts	0	0	0	0	0	0	0	0	0	0	0	\$0

3.2 - Stage 1 Value Engineering

3.2.A - Value Engineering Study and Report												\$0
TOTAL 3.2 - Stage 1 Value Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0

3.3 - Stage 2

3.3.A - Roadway												
3.3.A.A - Title Sheet			80									\$10
3.3.A.B - Schematic												\$0
3.3.A.C - General Notes												\$0
3.3.A.D - Typical Sections												\$0
3.3.A.E - Plan and Profile - Mainline												\$0
3.3.A.F - Plan and Profile - Crossroads												\$0
3.3.A.G - Plan and Profile - Ramps												\$0
3.3.A.H - Cross Sections												\$0
3.3.A.I - Intersection / Roundabout Details												\$0
3.3.A.J - Interchange Geometrics & Details												\$0
3.3.A.K - Limited Access Fencing Plan												\$0
3.3.B - Drainage												
3.3.B.A - Storm Sewer Profiles												\$0
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details												\$0
3.3.B.C - Channel/Relocation Details												\$0
3.3.B.D - Underdrain details												\$0
3.3.B.E - BMP Details												\$0
3.3.B.F - Temporary Drainage (MOT)												
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans												\$0
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations												\$0
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details												\$0
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring												\$0
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan												\$0
3.3.C.B - Signing Plan												\$0
3.3.D - Signals & ITS												
3.3.D.A - Signal Plan Sheets												\$0
3.3.D.B - Interconnect Details												\$0
3.3.D.C - Systems Engineering Analysis												\$0
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets												\$0

C-R-S		KING AVE - Final Design		DIRECT COSTS							Version: Feb 2017		
Consultant:		Stantec Consulting Services Inc.											
Agreement No.		0											
Modification No.		0											
PID No.		106724											
Proposal Date		12/20/2019 -- rev. 1/17/2020											
Task Not In Scope		If Authorized Task											
Task Description		Unit Cost:		Vehicle Mileage	Printing: Plan Sheets (11x17)	Postage	Database Search	Courthouse Research	Printing: Legals	Printing: Mylar	Survey Monuments (Pins)	Direct Cost 9	Total
3.3.E - Maintenance of Traffic													
3.3.E.A - MOT General Notes													\$0
3.3.E.B - Detour Plan													\$0
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet													\$0
3.3.E.D - Temporary Signing Details													\$0
3.3.E.E - MOT Typical Sections													\$0
3.3.E.F - MOT Plan Sheets													\$0
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)													\$0
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection													\$0
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement													\$0
3.3.E.H - New Temporary Signal													\$0
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection													\$0
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source													\$0
3.3.E.I - Signalized Closures													\$0
3.3.E.J - MOT Coordination Discussions				80									\$42
3.3.E.K - MOT Constructability Coordination													\$0
3.3.E.L - Temporary Pavement Sections and Earthwork													\$0
3.3.E.M - Crossover Plan and Profile													\$0
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Superelevation Design & Table													\$0
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets													\$0
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets													\$0
3.3.E.N - MOT Temporary Access Details													\$0
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access													\$0
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access													\$0
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details													\$0
3.3.E.O - Miscellaneous MOT Details													\$0
3.3.E.O.1 - Miscellaneous MOT Details - Plan Insert Sheets													\$0
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing													\$0
3.3.E.P - PIAC/Incentive Funds Request													\$0
3.3.F - Lighting Plan													\$0
3.3.F.A - Lighting Analysis													\$0
3.3.F.B - Power/Circuit Layout & Details													\$0
3.3.F.C - Lighting Plan and Details													\$0
3.3.F.D - Voltage Drop Calculations													\$0
3.3.F.E - Power Service													\$0
3.3.G - Landscape Plan													\$0
3.3.G.A - Landscape Plan and Details													\$0
3.3.G.B - General Notes													\$0
3.3.H - Noise Wall Details													\$0
3.3.I - Bridge Plans (break out for each bridge separately)													\$0
3.3.I.A Bridge Plans													\$0
3.3.I.B Structure Rating													\$0
3.3.J - Utilities													\$0
3.3.J.A - Utility Coordination and Documentation													\$0
3.3.J.B - Water Works Plan				80	60								\$49
3.3.J.C - Water Works Details & Notes													\$0
3.3.J.D - Add Utilities to Plan/Profile Sheets													\$0
3.3.K - Geotechnical Services													\$0
3.3.K.A - Finalize Geotechnical Investigation and Report													\$0
TOTAL 3.3 - Stage2				160	140	0	0	0	0	0	0	0	\$100
3.4 - Right of Way Plans													\$0
3.4.A Conceptual Right of Way Plan Review													\$0
3.4.B - Preliminary Right of Way Plans													\$0

C-R-S		KING AVE - Final Design		DIRECT COSTS							Version: Feb 2017		
Consultant:		Stantec Consulting Services Inc.											
Agreement No.		0											
Modification No.		0											
PID No.		106724											
Proposal Date		12/20/2019 -- rev. 1/17/2020											
Task Not in Scope		If-Authorized Task											
Task Description		Unit Cost:		Vehicle Mileage	Printing: Plan Sheets (11x17)	Postage	Database Search	Courthouse Research	Printing: Legals	Printing: Mylar	Survey Monuments (Pins)	Direct Cost 9	Total
3.4.B.A - Legend Sheet				\$0.52	\$0.12	\$0.49	\$600.00	\$50.00	\$50.00	\$10.00	\$5.00		\$0
3.4.B.B - Centerline Survey Plat													\$0
3.4.B.C - Property Map													\$0
3.4.B.D - Summary of Additional Right of Way													\$0
3.4.B.E - Detailed ROW Plan Sheets													\$0
3.4.B.F - Dedication Plats / Survey Records										23			\$230
3.4.B.G - Legal Descriptions and Closure Calculations									1				\$50
3.4.B.H - Right-of-Way Acquisition Estimate													\$0
3.4.B.I - Field Review													\$0
3.4.B.J - Stake Centerline at 100' Intervals & control points with 3-point references													\$0
3.4.C - Final Right of Way Plans													\$0
3.4.C.A - Final Right of Way Plans													\$0
3.4.C.B - Field Review & Verify Property Owners				26									\$14
3.4.C.C - Record Centerline Plat and all appropriate documents				74									\$38
3.4.C.D - Set R/W Pins after acquisition				78							47		\$276
3.4.C.E - Set Stakes During Acquisition (If Authorized)													\$0
TOTAL 3.4 - Right of Way Plans				178	0	0	0	0	1	23	47	0	\$608
3.5 - Prepare Environmental Document													\$0
3.5.A - Prepare Environmental Document													\$0
TOTAL 3.5 - Prepare Environmental Document				0	0	0	0	0	0	0	0	0	\$0
3.6 - Environmental Commitments and Plan Notes													\$0
3.6.A - Environmental Commitment Plan Notes													\$0
TOTAL 3.6 - Environmental Commitments and Plan Notes				0	0	0	0	0	0	0	0	0	\$0
3.7 - Final Mitigation Plans Coordination													\$0
3.7.A - Mitigation for Cultural Resources													\$0
3.7.B - 7(a) Supplemental Information Package													\$0
3.7.C - Mitigation for Wetlands													\$0
3.7.D - Mussel Relocation													\$0
TOTAL 3.7 - Final Mitigation Plans Coordination				0	0	0	0	0	0	0	0	0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone													\$0
3.8.A - Roadway/Interchange Costs													\$0
3.8.B - Structures Costs													\$0
3.8.C - Utility Costs													\$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone				0	0	0	0	0	0	0	0	0	\$0
3.9 - Project Management for Environmental Engineering Phase													\$0
3.9.A - Meetings				120									\$62
3.9.B - General Oversight													\$0
3.9.C - Project Set Up													\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase				120	0	0	0	0	0	0	0	0	\$62
3.10 - Limited Review													\$0
3.10.A - QA/QC for Limited Review													\$0
TOTAL 3.10 - Limited Review				0	0	0	0	0	0	0	0	0	\$0
Total - 3 Environmental Engineering Phase				458	140	0	0	0	1	23	47	0	\$770
4 - Final Engineering and R/W Phase													\$0
4.1 - Right of Way Acquisition													\$0
4.1.A - Right of Way Acquisition													\$0
TOTAL 4.1 - Right of Way Acquisition				0	0	0	0	0	0	0	0	0	\$0
4.2 - Stage 3 Detailed Design Plans													\$0
4.2.A - Quantities and Notes													\$0
4.2.A.A - Pavement Subsummary													\$0
4.2.A.B - Drainage Subsummary													\$0

C-R-S		KING AVE - Final Design		DIRECT COSTS							Version: Feb 2017		
Consultant:	Stantec Consulting Services Inc.												
Agreement No.	0												
Modification No.	0												
PID No.	106724												
Proposal Date	12/20/2019 -- rev. 1/17/2020												
Task Not in Scope	If-Authorized Task												
Task Description	Unit Cost:			Vehicle Mileage	Printing: Plan Sheets (11x17)	Postage	Database Search	Courthouse Research	Printing: Legals	Printing: Mylar	Survey Monuments (Pins)	Direct Cost 9	Total
4.2.A.C - Roadway Subsummary				\$0.52	\$0.12	\$0.49	\$600.00	\$50.00	\$50.00	\$10.00	\$5.00		\$0
4.2.A.D - Not used													\$0
4.2.A.E - Maintenance of Traffic Subsummary													\$0
4.2.A.F - Pavement Marking Subsummary													\$0
4.2.A.G - Signing Subsummary													\$0
4.2.A.H - Signal Subsummary													\$0
4.2.A.I - Noise Wall Subsummary													\$0
4.2.A.J - Retaining Wall Subsummary													\$0
4.2.A.K - Lighting Subsummary													\$0
4.2.A.L - Landscape Subsummary													\$0
4.2.A.M - General Summary Sheet													\$0
4.2.A.N - Bridge Estimated Quantities Sheet													\$0
4.2.A.O - Reinforcing Steel Schedule													\$0
4.2.A.P - General Notes													\$0
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)													\$0
4.2.A.R - Lighting Notes													\$0
4.2.A.S - Bridge General Notes													\$0
4.2.A.T - Fencing Plan Subsummary													\$0
4.2.B - Traffic Signal Plans & ITS Plans													\$0
4.2.B.A - Wiring diagram & pole orientation													\$0
4.2.B.B - Timing Chart													\$0
4.2.B.C - Elevation Views of Mast Arm Poles													\$0
4.2.B.D - Traffic Signal Signs													\$0
4.2.C - Signing Plans													\$0
4.2.C.A - Signing Plans													\$0
4.2.C.B - Elevation View of Major Signs													\$0
4.2.C.C - SignCAD													\$0
4.2.D - Miscellaneous													\$0
4.2.D.A - Obtain Railroad Agreement													\$0
4.2.D.B - Prepare FAA Form 7460-1 for Airway/Highway Clearance													\$0
4.2.D.C - Project Site Plan													\$0
4.2.D.D - Update Systems Engineering Analysis													\$0
4.2.D.E - Baseline Construction Schedule													\$0
4.2.D.F - Not used													\$0
4.2.D.G - Title Sheet					100								\$12
4.2.E - Lighting Plans													\$0
4.2.E.A - Lighting Details													\$0
4.2.E.B - Lighting Details - Underpass Lighting													\$0
TOTAL 4.2 - Stage 3 Detailed Design Plans				0	100	0	0	0	0	0	0	0	\$12
4.3 - Prepare Cost Estimates and Revise Milestone													\$0
4.3.A - Roadway/Interchange Costs													\$0
4.3.B - Right of Way													\$0
4.3.C - Structures Costs													\$0
4.3.D - Utility Costs													\$0
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone				0	0	0	0	0	0	0	0	0	\$0
4.4 - Final Plan Package													\$0
4.4.A - Submission of Final Tracings and Documentation					100								\$12
4.4 - Final Plan Package				0	100	0	0	0	0	0	0	0	\$12
4.5 - Project Management for Final Engineering and Right of Way Phase													\$0
4.5.A - Meetings				200									\$104
4.5.B - General Oversight													\$0
4.5.C - Project Set Up													\$0
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase				200	0	0	0	0	0	0	0	0	\$104
4.6 - Pre-Bid Activities													\$0
4.6.A - Pre-Bid Questions													\$0
TOTAL 4.6 - Pre-Bid Activities				0	0	0	0	0	0	0	0	0	\$0
4.7 - Limited Review													\$0

C-R-S		KING AVE - Final Design		DIRECT COSTS							Version: Feb 2017		
Consultant:		Stantec Consulting Services Inc.											
Agreement No.		0											
Modification No.		0											
PID No.		106724											
Proposal Date		12/20/2019 -- rev. 1/17/2020											
Task Not In Scope		If-Authorized Task											
Task Description		Unit Cost:		Vehicle Mileage	Printing: Plan Sheets (*11x17)	Postage	Database Search	Courthouse Research	Printing: Legals	Printing: Mylar	Survey Monuments (Pins)	Direct Cost 9	Total
				\$0.52	\$0.12	\$0.49	\$600.00	\$50.00	\$50.00	\$10.00	\$5.00		
4.7.A - QA/QC for Limited Review													\$0
4.7 - Limited Review				0	0	0	0	0	0	0	0	0	\$0
TOTAL - Final Engineering Phase				200	200	0	0	0	0	0	0	0	\$128
5 - Construction Phase													
TOTAL - Construction Phase				0	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS				658	340	0	0	0	1	23	47	0	\$898
IF-AUTHORIZED TASKS:													
3.1.J - Bat Mist Netting Survey - Radio Telemetry per bat (If Authorized)													\$0
TOTAL IF-AUTHORIZED PARTS				0	0	0	0	0	0	0	0	0	\$0
GRAND TOTAL				658	340	0	0	0	1	23	47	0	\$898

APPENDIX B

Wood Environment & Infrastructure Proposal



5 December 2019

Mr. Steve Shadix, PE, PS
Senior Transportation Engineer
Stantec
11687 Lebanon Road
Cincinnati, OH 45241-2012

Wood Environment & Infrastructure Solutions, Inc.
521 Byers Road, Suite 204
Miamisburg, OH 45342
T: 937-859-3600

www.woodplc.com

Re: Proposal for Sampling and Analysis Plans
King Avenue Bridge Over Little Miami River Improvements Project
PID 106724, Warren County, Ohio
Wood Proposal #19PROPDAYT.45

Dear Mr. Shadix:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal and cost estimate to Stantec for the above referenced professional services in support of the King Avenue Bridge Over Little Miami River Improvements Project, PID #106724, in Warren County, Ohio.

Project area description

The Project is located in Warren County, Ohio in the area of King Avenue/Grandin Road and the Little Miami River. The Project includes construction of a new bridge, removal of the existing bridge, and improvements to the roadway approach and geometry. The Little Miami Scenic Trail will be realigned under the roadway and a new paved parking lot for trail users will be constructed.

Scope of work

Wood provided a Regulated Material Review (RMR) Assessment report in November 2019 that recommended RMR investigation at the former King Powder Company prop property (RMR-2). RMR-2 was subject to a Remedial Investigation/Feasibility Study and was listed on the National Priorities List. Institutional controls, including land use restrictions, groundwater use restrictions, and intrusive activity controls, were relied upon as part of the remedy. A Soil Management Plan, which applies to most of RMR-2, is included in the regulatory files and requires advance planning and coordination with regulatory agencies prior to intrusive activities on the property. The Soil Management Plan indicates that a Health and Safety Plan, Sampling and Analysis Plan, and Waste Management Plan are required unless the planned soil disturbance is limited to areas and depths previously remediated through excavation and placement of clean backfill.

An RMR Assessment report will typically include a brief description of the proposed investigation sampling scheme when RMR investigation is recommended. Due to the complex nature of the remediation conducted on RMR-2, high level of regulatory involvement, and significant excavation planned as part of the Project, additional reviews and planning are needed to develop the RMR investigation sampling scheme. The information contained in the Stage 2 design plans is also needed.

The scope of work subject to this proposal is to prepare Sampling and Analysis Plans for RMR investigation of RMR-1 and RMR-2. The scope of the RMR investigation will depend upon the nature of the takes, the planned location of construction activities and anticipated depths of excavation relative to previously remediated areas, and existing site characterization information. The scope of work is anticipated to include:

- Reviewing Stage 2 design plans relative to areas and depths previously remediated and existing data representative of post-remediation conditions;
- Identifying data gaps that warrant additional investigation;
- Assisting ODOT and Warren County in coordination with regulatory agencies;



- Preparing a Sampling and Analysis Plan to address data gaps, determine the potential RM impact to the Project, and support waste management planning.

For the purposes of this cost proposal, Wood assumes that a Sampling and Analysis Plan will be prepared for each of the two properties. If preferred, the information may be combined into one plan. Each Sampling and Analysis Plan is anticipated to include the following:

- Background information;
- Sampling rationale;
- Proposed sampling locations, media, and depths;
- Sampling methodology and procedures;
- Analytical requirements; and
- Property diagrams.

The scope of work and costs associated with implementation of the Sampling and Analysis Plan via the RMR investigation is not included in this proposal. Wood can provide a cost proposal for the RMR Investigation after the Sampling and Analysis Plans have been drafted. Likewise, any subsequent plans that could be requested by the regulatory agencies such as a waste management plan are not included in this proposal.

Work schedule

Wood anticipates the Sampling and Analysis Plans can be provided in draft format within four weeks of receiving your notice to proceed (NTP) and being provided the Stage 2 design plans.

Terms & conditions

Wood proposes that the scope of work described herein be performed as a change order under the existing

Time and Materials basis. A cost estimate is attached.

Authorization

CLOSING

Wood appreciates the opportunity to provide this proposal. If you have any questions or comments following your review of this correspondence, please call our office at (937) 859-3600.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Laura Funk, CP
Senior Project Manager



James Shepard
Senior VP, KY, IN, OH Operations Manager

Attachment: cost estimate



PROJECT DESCRIPTION: Sampling and Analysis Plan

PID 106724

C/R/S

Encumbrance #
 AGREEMENT NO.
 Task Order Number:

Stantec

Fringe Benefits = 0.00% V
 Overhead Rate = 142.68% W
 Overhead for Fee = 156.68% X
 Net Fee Percentage = 11.00% Y
 Cost of Money = 0.00% Z

CONSULTANT
 DATE Wood Environment & Infrastructure Solutions, Inc.
 12/5/2019

A B C D E F G H I J
 (D + (D*X))*Y D+E+G+H+I

Task Description Hourly Rate Total Hours Direct Labor Costs Overhead Cost of Money Direct Costs Subcon Costs Net Fee Total Cost

Task 1: Sampling and Analysis Plans

Task Description	Hourly Rate	Total Hours	Direct Labor Costs	Overhead	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Task 1 Sampling and Analysis Plans - King Avenue Bridge									
Senior Principal/Project Manager	\$53.00	6	\$ 318.00	\$ 453.72	\$ -	\$ -	\$ -	\$ 89.79	\$ 861.51
Sr. Sc/Eng/Geo	\$43.00	62	\$ 2,666.00	\$ 3,803.85	\$ -	\$ -	\$ -	\$ 752.74	\$ 7,222.59
Project Sc/Eng/Geo	\$33.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff II	\$23.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technician	\$19.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Administrator	\$25.00	1	\$ 25.00	\$ 35.67	\$ -	\$ -	\$ -	\$ 7.06	\$ 67.73
CADD	\$24.00	8	\$ 192.00	\$ 273.95	\$ -	\$ -	\$ -	\$ 54.21	\$ 520.16
Word Processor	\$17.00	4	\$ 68.00	\$ 97.02	\$ -	\$ -	\$ -	\$ 19.20	\$ 184.22
TASK 1 SUBTOTAL	\$ 40.36 (Avg. Rate)	81	\$ 3,269.00	\$ 4,664.21	\$ -	\$ -	\$ -	\$ 923.00	\$ 8,856.20

Task 1: Sampling and Analysis Plans - 2 Properties

\$ 8,856.20

Project Total (Sampling and Analysis Plans) \$ 40.36 81 \$ 3,269 \$ 4,664 \$ - \$ - \$ 923 \$ 8,856

Prepared By: LF
 Checked By: PJS

Resolution

Number 20-0436

Adopted Date March 12, 2020

ADVERTISE FOR BIDS FOR THE WILMINGTON ROAD DRILLED PIER WALL PROJECT

BE IT RESOLVED, to advertise for bids for the Wilmington Road Drilled Pier Wall Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of March 29, 2020; bid opening to be April 14, 2020 @ 9:15 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0437

Adopted Date March 12, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/10/20 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-0438

Adopted Date March 12, 2020

APPROVE BOND RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD. FOR COMPLETION OF IMPROVEMENTS IN THORNTON GROVE, PHASE 4, PART 2 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Thornton Grove, Phase 4, Part 2
Developer	:	Towne Development Group, Ltd.
Township	:	Hamilton
Amount	:	\$2,000.00
Surety Company	:	US Bank Check #590039377

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0439

Adopted Date March 12, 2020

APPROVE BOND RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD. FOR COMPLETION OF IMPROVEMENTS IN THORNTON GROVE, PHASE 5, PART 2 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Thornton Grove, Phase 5, Part 2
Developer	:	Towne Development Group, Ltd.
Township	:	Hamilton
Amount	:	\$3,000.00
Surety Company	:	US Bank Official Check # 590039569

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0440

Adopted Date March 12, 2020

APPROVE BOND RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD. FOR COMPLETION OF IMPROVEMENTS IN THORNTON GROVE, PHASE 5, PART 1 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Thornton Grove, Phase 5, Part 1
Developer	:	Towne Development Group, Ltd.
Township	:	Hamilton
Amount	:	\$2,000.00
Surety Company	:	US Bank Official Check #590039570

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0441

Adopted Date March 12, 2020

APPROVE BOND RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD. FOR COMPLETION OF IMPROVEMENTS IN THORNTON GROVE, PHASE 5, PART 3 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

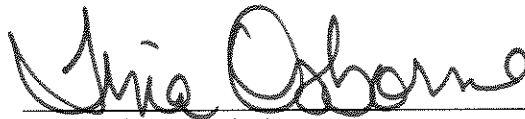
Bond Number	:	N/A
Development	:	Thornton Grove, Phase 5, Part 3
Developer	:	Towne Development Group, Ltd.
Township	:	Hamilton
Amount	:	\$3,000.00
Surety Company	:	US Bank Official Check #519229850

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0442

Adopted Date March 12, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL
FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners
Fund #11011110 into Common Pleas Court fund #11011223 in order to process a vacation leave
payout for Anthony Hoke former employee of Common Pleas Court:


\$1,322.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Court - Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)
OMB