

# Resolution

Number 20-0543

Adopted Date April 14, 2020

HIRE CHLOE PETERSON AS ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Chloe Peterson as Alternative Response Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$19.04 per hour, under the Warren County Job and Family Services compensation plan, effective May 4, 2020, subject a negative background check, drug screen and a 365 day probationary period; and

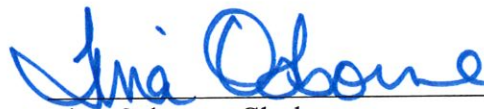
BE IT FURTHER RESOLVED, that Ms. Peterson will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
Chloe Peterson's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-0544

Adopted Date April 14, 2020

SET PUBLIC HEARING TO CONSIDER AMENDMENT TO APPROVED STAGE 1 "PUD" AND TEXT AMENDMENT TO THE ABERLIN SPRINGS PUD (PENDRAGON DEVELOPMENT COMPANY, LLC) (CASE #2020-01) IN UNION TOWNSHIP

BE IT RESOLVED, to set the public to consider an amendment to the approved Stage 1 "PUD" Planned Unit Development and text for the Aberlin Springs PUD (Pendragon Development Company, LLC, owner of record) (Case #2020-01) located at 3472 Snook Road in Union Township; said public hearing to be held May 5, 2020, at 9:15 a.m. in the County Commissioners Meeting Room; and

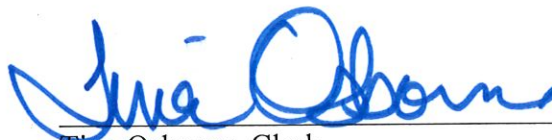
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 14th day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 20-0545

Adopted Date April 14, 2020

## ADVERTISE FOR BIDS FOR THE RICHARD A. RENNEKER WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

BE IT RESOLVED, to advertise for bids for the Richard A. Renneker Water Treatment Plant Membrane Softening Upgrades Project for the Warren County Water and Sewer Department beginning April 27, 2020; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the County Internet Website, with bid opening to occur on May 28, 2020 @ 11:00 a.m.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 20-0546

Adopted Date April 14, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO CONTRACT WITH GREAT LAKES COMMUNITY ACTION PARTNERSHIP, INC. FOR ENGINEERING SERVICES RELATIVE TO THE FY 2019 MORROW GIS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

BE IT RESOLVED, to approve and authorize the County Administrator to enter into contract with Great lakes Community Action Partnership, 127 S. Front Street, PO Box 590, Fremont, Ohio 43420, for engineering services for the FY 2019 Morrow GIS CDBG Project, for a total contract price not to exceed \$57,500, as attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Great Lakes Community Action Partnership, Inc.  
OGA (file)  
Great Lakes Community Action Partnership  
Village of Morrow (file)

## **CONSULTING CONTRACT**

THIS IS AN AGREEMENT made and entered into on the date stated below between the **WARREN COUNTY BOARD OF COMMISSIONERS**, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as the "COUNTY," and **Great Lakes Community Action Partnership**, doing business as a Corporation organized, hereinafter referred to as the "CONSULTANT."

COUNTY intends to make improvements, which includes the FY19 Morrow GIS CDBG Project, hereinafter referred to as the PROJECT, through the FY19 Community Development Block Grant (CDBG) Entitlement Program; and,

COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional GIS services by CONSULTANT and the payment for those services by COUNTY as set forth below.

CONSULTANT shall provide professional GPS locating and GIS Mapping services for COUNTY in all phases of the PROJECT to which this Agreement applies, serve as COUNTY'S professional GIS representative for the PROJECT as set forth below and shall give professional GIS consultation and advice to COUNTY during the performance of services hereunder.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

- A. Conduct project planning meeting(s) on site to explain the project, plan field work and train Client staff in field marking ahead of GPS data collection.
- B. Record geographic locations with a high-accuracy Global Positioning System (GPS) unit and perform data entry of basic recognizable attributes for all marked utility assets owned by the Client. Prior to each site visit by Consultant, Client agrees to locate and mark all assets to be captured during the visit, and to provide assistance and traffic control during field data collection as needed. Contract will collect all located and marked assets.
- C. Scan relevant wide format as-built sheets or other drawings as TIFF or PDF files that have not been previously scanned.
- D. Digitize the approximate location and perform data entry of basic attributes for all known below ground system(s) assets based on available and current drawings, CAD files, records, first-hand operator accounts, and other information provided by the Client.
- E. Review against CAD files, as-built drawings, and other pertinent records provided by Client for discrepancies in field data. Conduct data reviews with knowledgeable Client employees, and as needed field check areas of concern and where there are discrepancies.
- F. Prepare Geographic Information System (GIS) files ready for use in a GIS program. Files will be created using ESRI software products.
- G. Prepare a basic inventory report, up to three large format maps, and two map books if requested.

- H. Host GIS data and set up web and mobile applications Client employees can use during the contract period to access GIS information, update attribute data and record asset inspections.
- I. Provide on-site training and technical support to Client staff as needed to use GIS web and mobile applications during contract period.
- J. Perform updates to GIS data and map as needed throughout the contract period, and provide other regular services offered under the RCAP GIS Cooperative Service.

2. Additional Project Scope Details, Commitments and Disclaimers:

- A. Consultant will make a reasonable effort to collect all known assets for the utilities listed that can be found by Client. This will include drinking water customer service line shut-off valves, or 'curb stops', or any meter pits. Photos of all hydrants will be taken.
- B. Consultant cannot be held responsible for finding assets that are hidden. Assets that are known to exist but cannot be found will be denoted on maps where they are believed to exist using special symbology.
- C. Consultant cannot be responsible for the accuracy of any data added to the GIS its employees did not collect.
- D. Client acknowledges that Consultant is not a professional licensed surveying company and does not employ licensed professional surveyors. Client agrees that the finished GIS files and map products will be considered 'mapping-grade', intended for asset management, planning, record keeping and utility locating; and that they are not intended for and will not substitute for land surveying work necessary for design engineering or construction activities. Information and data contained or accessed within this GIS may contain errors and omissions.
- E. The Client will own all data and maps created as part of the project once the project is completed. This does not include any software, Internet or mobile applications used to view, collect and edit data and maps during the contract period.
- F. Standard RCAP GIS Cooperative Services are included through the end of the contract period. Client may elect to become a member following the end of this contract under a new contract.
- G. Project includes scanning up to 100 sheets. Additional sheets will be charged \$2 each.
- H. Georeferencing drawings will be billed on an hourly basis.
- I. Conversion of more than two existing CAD files will be billed on hourly basis.
- J. Population of remaining attribute fields in the infrastructure database will be billed on an hourly basis.

Client agrees to provide traffic control if it is necessary to collect any points in roadways.

## **SECTION 2 - PERIOD OF SERVICE**

CONSULTANT shall provide all deliverables as listed in the attachment before the end of project as noted in the contract end date.

## **SECTION 3 - PAYMENTS TO CONSULTANT**

### **3.1 Methods of Payment for Services and Expenses of CONSULTANT**

For Basic Services. COUNTY shall pay CONSULTANT for Basic Services set forth in Section 1 for the PROJECT as follows:

GPS Collection (see attachment) - \$57,500.00

### **3.2 Times of Payments**

CONSULTANT shall submit an invoice to COUNTY at the interval detailed in the attachment.

Other Provisions Concerning Payments.

If COUNTY fails to make any payment due CONSULTANT for services and expenses within sixty (60) days after receipt of CONSULTANT'S statement therefor, the amounts due CONSULTANT may include a charge at the rate of 1% per month from said 60th day, and in addition, CONSULTANT may, after giving seven days written notice to COUNTY, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

## **SECTION 4 – FEDERAL REGULATIONS**

### **4.1 EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246**

4.1.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.1.1.2 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- 4.1.1.3 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4.1.1.4 The CONSULTANT will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other understanding, a notice to be provided by the agency contracting officer, advising the Labor Union or Worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.1.1.5 The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.
- 4.1.1.6 The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 4.1.1.7 In the event of the CONSULTANT'S non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanction may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- 4.1.1.8 The CONSULTANT will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.



#### **4.2 SEGREGATED FACILITIES**

The CONSULTANT will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

#### **4.3 CONFLICT OF INTEREST**

The CONSULTANT will abide by the provision that no member, officer or employee of the COUNTY, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

#### **4.4 COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)**

The CONSULTANT agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The CONSULTANT shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

#### **4.5 INTEREST OF CERTAIN FEDERAL OFFICIALS**

The CONSULTANT agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

#### **4.6 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The CONSULTANT certifies that remuneration under this Contract shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, CONSULTANT, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

**4.7 SECTION 3 CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

4.7.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.7.1.1 The work to be performed under this Contract is on a PROJECT assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 required that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the PROJECT area and contracts of work in connection with the PROJECT be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the PROJECT.

4.7.1.2 The parties of this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

4.7.1.3 The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.7.1.4 The CONSULTANT will include this Section 3 in every subcontract for work in connection with the PROJECT and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where is has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

4.7.1.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the PROJECT, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135."

#### **4.8 CIVIL RIGHTS ACT OF 1964**

Under the Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **4.9 "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **4.10 "SECTION 503" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

4.10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.10.2 The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4.10.3 In the event of the CONSULTANT'S non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.

- 4.10.4 The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONSULTANT'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 4.10.5 The CONSULTANT will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 4.10.6 The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **SECTION 5 - GENERAL CONSIDERATIONS**

### **5.1 Termination for Cause**

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this contract shall, at the option of the COUNTY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY, by virtue of any breach of the contract by the CONSULTANT, and the COUNTY may withhold any payments to the

CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

## **5.2 Termination for Convenience**

Either party may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY become its property. If the Agreement is terminated by the COUNTY as provided herein, the CONSULTANT will be paid an amount based on the percent of contract completed by the CONSULTANT prior to the effective date of such termination.

## **5.3 Reuse of Documents**

All documents including reports and maps prepared by CONSULTANT 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 or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY risk and without liability or legal exposure to CONSULTANT. Any verification or adaptation requested by COUNTY to be performed by CONSULTANT will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

## **5.4 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.

## **5.5 Successors and Assigns**

5.5.1 COUNTY and CONSULTANT each binds himself and his 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.

5.5.2 Neither COUNTY nor CONSULTANT 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 5.6 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 CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

5.5.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and CONSULTANT.

**5.6 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.

**5.7 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.

**5.8 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.

**5.9 Relationship of Parties**

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

**5.10 Parties**

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

**5.11 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.

**5.12 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. County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036  
513-695-1250

Great Lakes Community Action Partnership  
127 Front Street  
PO Box 590  
Fremont, OH 43420  
1-800-775-9767

### **5.13 Insurance**

CONSULTANT shall carry comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. CONSULTANT further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, CONSULTANT 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. CONSULTANT shall provide COUNTY with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

CONSULTANT shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

## **SECTION 6 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.**

### **6.1 The following Exhibits are attached to and made a part of this Agreement:**

Exhibit 1 – Proposal Letter dated June 4, 2019.

## **SECTION 7 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 11, inclusive), together with the Exhibit identified above constitute the entire agreement between COUNTY and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

## **SECTION 8 – INDEMNIFICATION:**

CONSULTANT will defend, indemnify, protect, and save COUNTY 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 CONSULTANT, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of CONSULTANT, 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 CONSULTANT, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

**SECTION 9 – EXECUTION:**

**CONSULTANT:**

**IN WITNESS WHEREOF**, the **GREAT LAKES COMMUNITY ACTION PARTNERSHIP**, has caused this Agreement to be executed on the date stated below by

\_\_\_\_\_ its  
(Representative's Name)

\_\_\_\_\_, pursuant to a corporate resolution authorizing the same.  
(Official Capacity)

**GREAT LAKES COMMUNITY ACTION PARTNERSHIP**

WITNESS:

Adrienne Fausay  
Signature of Witness

Adrienne Fausay  
Printed Name of Witness

BY: Ruthann House

PRINTED NAME: Ruthann House

TITLE: President/CEO

DATE: 3/25/20

**COUNTY:**

**IN WITNESS WHEREOF**, the **WARREN COUNTY BOARD OF COMMISSIONERS** have caused this Agreement to be executed on the date stated below by Tiffany Zindel, its County Administrator, pursuant to Resolution No. 20-0546 dated \_\_\_\_\_

**WARREN COUNTY  
BOARD OF COMMISSIONERS**

BY: Tiffany Zindel

Approved as to Form:

BY: Keith Anderson  
Keith Anderson, Asst. Prosecutor



# Resolution

Number 20-0547

Adopted Date April 14, 2020

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

BE IT RESOLVED, to authorize the County Administrator to enter into an engineering service contract with LJB, Inc. 2500 Newmark Drive, Miamisburg, OH 45342 for engineering services for the Township Line Road Bridge #134-3.76 Replacement Project and the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project, as attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—LJB Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT  
FOR  
TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT AND  
ROACHESTER-COZADDALE ROAD BRIDGE #52-4.02 REHABILITATION PROJECT**

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 LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342, 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 replace Township Line Road Bridge #134-3.76 over Newmans Run and Roachester-Cozaddale Road Bridge #52-4.02 over First Creek and improve the roadway approaches at each 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 replace Township Line Road Bridge #134-3.76 and rehabilitate Roachester-Cozaddale Road Bridge #52-4.02 in order to improve the safety of each bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road designs.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated March 13, 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 Preliminary Design Phase**

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

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure types.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.

- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

### **1.3 Final Design Phase**

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

- 1.3.1 On the basis of the accepted preliminary 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."
- 1.3.2 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.
- 1.3.3 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 made 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 Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase 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."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase 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.
- 4.5 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 Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 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.
- 4.7 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 replacement of Township Line Road Bridge #134-3.76

over Newmans Run and the rehabilitation of Roachester-Cozaddale Road Bridge #52-4.02 over First Creek, for a base fee of \$145,764.00 and a not-to-exceed fee of \$34,306.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$180,070.00.

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 sixty 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 seven days' written notice by certified mail, return receipt requested, and by either party upon seven 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	Warren County Engineer's Office
Attn: Tiffany Zindel, County Administrator	Attn: Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3301

LJB Inc.  
Attn: Dan Springer, P.E.  
2500 Newmark Drive  
Miamisburg, Ohio 45342  
Ph. 937-259-5000

## 6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$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 Construction Drawing 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.

**SECTION 10 – EXECUTION**

JENNIFER CATALLO, Notary Public  
In and for the State of Ohio  
My Commission Expires Dec. 23, 2020

**ENGINEER :**

IN EXECUTION WHEREOF, LJB Inc. has caused this Agreement to be executed on the date stated below by Thomas J. Labrie, its CAO, pursuant to a corporate Resolution authorizing such act.

**LJB INC.**

SIGNATURE: Thomas J. Labrie

PRINTED NAME: Thomas J. Labrie

TITLE: CAO

DATE: 3-17-2020

**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 Tiffany Zindel, its County Admin on the date stated below, pursuant to Resolution No. 20-0547 dated 4-14-2020.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Tiffany Zindel*

Tiffany Zindel

County Administrator

4-14-2020

**RECOMMENDED BY:**

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

By: \_\_\_\_\_

*Neil F. Tunison*

Neil F. Tunison, P.E., P.S.

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_

*David P. Fornshell*

Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Jeff Koehn, holding the title and position of Principal at the firm JTSI Group, 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.

Jeffrey Koehn  
AFFIANT

Subscribed and sworn to before me this 18 day of March 20 20

Darlene Sneed  
(Notary Public),

Hamilton County.

My commission expires March 3 20 24



**DARLENE SNEED**  
Notary Public, State of Ohio  
My Commission Expires  
March 3, 2024

# **EXHIBIT 1**

**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Township Line Road Bridge #134-3.76 Replacement and Roadway Improvements Project

**Project Description:** Bridge design for replacement of the entire structure. Roadway design for a profile modification in sag vertical curve with an approximate 5 ft fill.

**Signatures on Title Sheet:** Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

**2. PROJECT LIMITS**

**Length Approximately:** Township Line Road Bridge #134-3.76 – extending approximately 250 ft south and 100 feet north of the bridge or as recommended by Consultant

**Additional Information:** N/A

**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

**Construction:** Warren County Engineer’s Office, Possible other funding (unknown at this time)

**5. WORK PHASES INCLUDED IN AGREEMENT**

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

**6. PLAN SCALES**

PLAN	1" = 20'	
PROFILE	Hor. 1" = 20'	Vert. 1" = 5'
CROSS SECTIONS	Hor. 1" = 5'	Vert. 1" = 5'

**7. JOURNALIZED SPEED LIMIT**

Road Name: Township Line Road - 55 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

Remarks: Township Line Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 12 feet

N/A inches of Item 304

9" 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 X Consultant to Recommend \_\_\_\_\_

Curbs: YES \_\_\_\_\_ NO X

Shoulders/Berms: YES X NO \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

Type: approx. 4 foot earth berm/graded shoulder on each side

Median: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Guardrail: YES X NO \_\_\_\_\_ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES X NO \_\_\_\_\_

Fencing: YES \_\_\_\_\_ NO X

Lighting: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

The existing alignment of Township Line Road shall be maintained.

**10. PROFILE**

Modify the profile as needed to accommodate an approximate 5 ft fill in the sag vertical curve.

11. SIGNING: YES \_\_\_\_\_ NO  X

Remarks: \_\_\_\_\_

12. SIGNALS: YES \_\_\_\_\_ NO  X

Warrants: YES \_\_\_\_\_ NO  X

13. STRIPING: YES  X  NO \_\_\_\_\_

Type: 644 Thermoplastic

**14. DELINEATION**

Delineators: YES \_\_\_\_\_ NO  X

RPMs: YES \_\_\_\_\_ NO  X

**15. DRAINAGE/ENVIRONMENTAL**

Roadway Drainage Criteria: Warren County Stormwater Regulations

Existing: Surface  X  Closed \_\_\_\_\_

Proposed: Surface  X  Closed \_\_\_\_\_

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

Storm Water Pollution Prevention Plan: YES \_\_\_\_\_

NO  X  (Contractor will be responsible if more than 1 acre disturbed)

Flood Plain Study Required: YES \_\_\_\_\_ NO  X

Channel Change Study Required: YES \_\_\_\_\_ NO  X

Flood Hazard Evaluation: YES \_\_\_\_\_ NO  X

Risk Analysis: YES \_\_\_\_\_ NO  X

Environmental: Coordinate with agencies having oversight of Newmans Run and apply for any necessary permits. USACE – It is anticipated that fill below the OHWM will be necessary and a 404 Nationwide Permit may possibly be required.

If Authorized Tasks: USACE 404 Nationwide Permit (if authorized)



**16. BRIDGE CROSSINGS**

**Number of Bridges:** (1) Township Line Road over Newmans Run, Bridge #134-3.76

**Design:** Structure shall be designed to AASHTO LRFD Bridge Design Specification

**Loading:** HL93

**Bridge Width (face to face of rails):** 25' existing - 32' proposed (2-12' lanes and 2-4' earth shoulders)

**Bridge Rail:** YES  NO  Type MGS (buried culvert type structure)

**Interchanges:** None

**Cross Roads:** None

**Streams:** Newmans Run

**Culverts:** YES  NO

**Remarks:** \_\_\_\_\_

**Alternates Required:** YES  NO

**Railroads:** None

**Railroad Location Plan:** YES  NO

**Pedestrian:** None

**Mass Transit:** None

**Remarks:** Consultant to perform an abbreviated structure type study (no ODOT involvement) to determine most economic buried culvert structure type.

**17. Bikeways:** YES  NO

**Railroads:** YES  NO

**Mass Transit:** YES  NO

**Service Roads:** YES  NO

**18. RETAINING/NOISE WALLS:**

**Number of Retaining Walls:** Unknown at this time

**Type of Retaining Walls:** \_\_\_\_\_ Consultant to Recommend

**Noise Walls:** YES  NO

**19. MAINTENANCE OF TRAFFIC**

**Maintenance of Traffic:** Full closure of Township Line Road shall be allowed.

**Maintenance of Pedestrian Traffic:** YES  NO

**Maintenance of Railroad Traffic:** YES \_\_\_\_\_ NO  X

**Detour Plan:** YES  X  NO \_\_\_\_\_

**Remarks:** The posted detour for the bridge/road closure shall utilize Lower Springboro Road, SR 48, and SR 73.

**20. UTILITIES:**

**Electric:** Duke Energy

**Telephone:** Cincinnati Bell, CenturyLink, CenturyLink National

**Communication:** Spectrum

**Water:** Warren County Water & Sewer

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.

**21. ESTIMATED QUANTITIES:** YES \_\_\_\_\_  X  NO \_\_\_\_\_

Quantity Splits: YES \_\_\_\_\_ NO  X

**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 a Dedication Plat and a Survey Record 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) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise

by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	( )	
Side Road Profile	( )	
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)	
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	( )	
Centerline Plat	( )	
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	( )	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	( )	

- Permanent & Temporary R/W Legal Descriptions (X) (Provide “Not to Exceed” unit price per legal description)
- Exhibits for each Legal Description (X) 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 Property Owners \_\_\_\_\_ 2-5 \_\_\_\_\_

**Remarks:** Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 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:** This section of Township Line Road currently has an approximate ADT of 2,500 vpd.

**26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:**

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ X \_\_\_\_\_ Other \_\_\_\_\_

**Remarks:** The Professional Engineer shall obtain two geotechnical borings for the project. One boring along each new footing in opposite corners to aid in the design of the structure’s substructure.

**27. PRIOR STUDIES:**

The Warren County Engineer’s Office completed a preliminary roadway design for a 5 ft fill in the sag vertical curve to aid in developing the scope of the project and a preliminary cost estimate. The preliminary roadway design was created utilizing Warren County aerial mapping and GIS contours, a field survey was not completed. All files will be shared with the Professional Engineer.

**28. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

Type of Hearing Required:   N/A  

Professional Engineer's Responsibility:       N/A      

Exhibits:       N/A      

---

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, House Number, 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 items 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 twenty five (25) 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 items 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 and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio

legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

40. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and 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: LJB Inc.  
Address: 2500 Newmark Drive  
Miamisburg, Ohio 45342  
Phone: (937) 259-5000

**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project (PID 110973)

**Project Description:** Bridge design for rehabilitation of the structure by replacing the bridge superstructure.

**Signatures on Title Sheet:** Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

**2. PROJECT LIMITS**

**Length Approximately:** Roachester-Cozaddale Road Bridge #52-4.02 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

**Additional Information:** N/A

**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

**Construction:** Warren County Engineer’s Office, Local Bridge Replacement Funds (LBR) through the Federal to State Exchange Program

**5. WORK PHASES INCLUDED IN AGREEMENT**

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

**6. PLAN SCALES**



PLAN 1" = 20'  
 PROFILE Hor. 1" = 20'      Vert. 1" = 5'  
 CROSS SECTIONS Hor. 1" = 5'      Vert. 1" = 5'

**7. JOURNALIZED SPEED LIMIT**

**Road Name:** Roachester-Cozaddale Road - 55 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

**Remarks:** Roachester-Cozaddale Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes approx. 9 to 10 feet  
N/A inches of Item 304  
8" inches of Item 301 PG64-22  
2" inches of Item 441 Surface, Type 1, (448), PG 64-22

**Underdrains:** YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**Curbs:** YES \_\_\_\_\_ NO X

**Shoulders/Berms:** YES X NO \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

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

**Median:** YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**Guardrail:** YES X NO \_\_\_\_\_ Type MGS Anchor Type E or recommend, Type T at drive locations

**Clear Zone Grading:** YES \_\_\_\_\_ X NO \_\_\_\_\_

**Fencing:** YES \_\_\_\_\_ NO X

**Lighting:** YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

The existing alignment of Roachester-Cozaddale Road shall be maintained.

**10. PROFILE**

Modify profile as needed based on the new superstructure.

**11. SIGNING:** YES \_\_\_\_\_ X NO \_\_\_\_\_

**Remarks:** Salvage and reuse existing signs where possible. Replace if necessary.

12. SIGNALS: YES \_\_\_\_\_ NO  X

Warrants: YES \_\_\_\_\_ NO  X

13. STRIPING: YES \_\_\_\_\_ NO  X

Type \_\_\_\_\_

14. DELINEATION

Delineators: YES \_\_\_\_\_ NO  X

RPMs: YES \_\_\_\_\_ NO  X

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface  X  Closed \_\_\_\_\_

Proposed: Surface  X  Closed \_\_\_\_\_

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

Storm Water Pollution Prevention Plan: YES \_\_\_\_\_

NO  X  (less than 1 acre disturbed)

Flood Plain Study Required: YES \_\_\_\_\_ NO  X  (if beam seat elevations are maintained)

Channel Change Study Required: YES \_\_\_\_\_ NO  X

Flood Hazard Evaluation: YES \_\_\_\_\_ NO  X

Risk Analysis: YES \_\_\_\_\_ NO  X

Environmental: Since the project is a rehabilitation of the bridge, there will not be any Federal Funding for the project, and there will not be any in stream work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: \_\_\_\_\_

16. BRIDGE CROSSINGS

Number of Bridges: (1) Roachester-Cozaddale Road over First Creek, Bridge #52-4.02

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

Loading: HL93

Bridge Width (face to face of rails): 20' existing - 20' proposed

Bridge Rail: YES  X  NO \_\_\_\_\_ Type TST

**Interchanges:** None

**Cross Roads:** None

**Streams:** First Creek

**Culverts:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Remarks:** \_\_\_\_\_

**Alternates Required:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Railroads:** None

**Railroad Location Plan:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Pedestrian:** None

**Mass Transit:** None

**Remarks:** Consultant to verify that a 27" composite concrete box beam superstructure can be utilized at this span.

**17. Bikeways:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Railroads:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Mass Transit:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Service Roads:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**18. RETAINING/NOISE WALLS:**

**Number of Retaining Walls:** Unknown at this time

**Type of Retaining Walls:** \_\_\_\_\_ Consultant to Recommend X

**Noise Walls:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**19. MAINTENANCE OF TRAFFIC**

**Maintenance of Traffic:** Full closure of Roachester-Cozaddale Road shall be allowed.

**Maintenance of Pedestrian Traffic:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Maintenance of Railroad Traffic:** YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**Detour Plan:** YES X NO \_\_\_\_\_

**Remarks:** The posted detour for the bridge closure shall utilize Morrow-Rosburg Road, SR 132, and Morrow-Woodville Road.

**20. DESIGN EXCEPTIONS**

Professional Engineer must identify all design exceptions per ODOT's L&D Manual, Volume 1 and provide reasoning why the design is deviating from meeting the controlling criteria. A formal design exception request to ODOT District 8 is not required per the Federal to State Funding Exchange Program.

**21. UTILITIES:**

**Electric:** Duke Energy

**Communication:** TDS Communications

**Cable:** Spectrum

**Water:** Western Water Company

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.

**22. ESTIMATED QUANTITIES:** YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

Quantity Splits: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**23. CONSTRUCTION COST ESTIMATE:** YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

**24. 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 a Dedication Plat and a Survey Record 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) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

	<u>Professional Engineer</u>	
Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	( )	
Side Road Profile	( )	
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	( )	
Drainage Survey	( )	Not required if bridge beam seat elevations are maintained
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	( )	
Geotechnical Boring Staking	( )	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 24 (1) above

**25. RIGHT-OF-WAY AND EASEMENTS:**

	<u>Professional Engineer</u>	
Property Map	( )	
Centerline Plat	( )	
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 ( ) Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
- R/W Summary ( )
- Permanent & Temporary R/W Legal Descriptions (X) (Provide "Not to Exceed" unit price per legal description)
- Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper (Provide "Not to Exceed unit price per exhibit)
- Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #24 (2)
- Approximate Number of Property Owners \_\_\_\_\_ 0-3 \_\_\_\_\_

**Remarks:** Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 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.

**26. TRAFFIC DATA:**

State \_\_\_\_\_ County \_\_\_\_\_ X \_\_\_\_\_ Professional Engineer \_\_\_\_\_

**Remarks:** This section of Roachester-Cozaddale Road has an ADT of approximately 250 vpd.

**27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:**

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ Other \_\_\_\_\_

**Remarks:** Not required since utilizing existing concrete abutments.

**28. PRIOR STUDIES:**

\_\_\_\_\_ None \_\_\_\_\_

**29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

Type of Hearing Required: N/A

Professional Engineer's Responsibility:     N/A    

Exhibits:     N/A    

- 30. Engineering Agreement will be an itemized contract.
  
- 31. 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.
  
- 32. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
  
- 33. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
  
- 34. 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 items 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.

- 35. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) 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**.

36. 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).

37. 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.

38. 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.

39. 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.

40. 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 and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).



41. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

42. 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: LJB Inc.  
Address: 2500 Newmark Drive  
Miamisburg, Ohio 45342  
Phone: (937) 259-5000

## **EXHIBIT 2**



**PRICE PROPOSAL FOR  
FINAL DESIGN FOR BRIDGE #134-3.76 &  
BRIDGE #52-4.02**

March 13, 2020

PREPARED FOR:

**Warren County Engineer's Office  
Attention: Neil Tunison, P.E., P.S.**

210 West Main Street  
Lebanon, Ohio 45036

PREPARED BY:

**LJB Inc.**

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

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



March 13, 2020

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

Re: Cost Proposal for Preliminary Engineering for Township Line Road Bridge #134-3.76  
Replacement and Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation

Dear Mr. Tunison:

Thank you for the opportunity to submit our proposal for the engineering and surveying services for the subject project. We have based our fees upon our review of the scope of services and supplemental information provided by Warren County Engineer's Office on February 7, 2020. LJB's project manager, Dan Springer, conducted site visits on February 20, 2020 and was accompanied by Roy Henson (WCEO). **The fee proposal reflects the e-mail comments from Roy Henson received on March 10, 2020 and the conversations between Roy and Dan Springer on March 11, 2020.**

Included is the following information:

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

Cost Proposal for Bridge #134-3.76 and #52-4.02

March 13, 2020

Page 2

Per conversations with WCEO, the baseline project design costs will be a lump sum (not-to-exceed) amount. The if-authorized fees are outlined at the bottom of the fee proposal spreadsheets for each project.

The baseline lump sum (not-to-exceed) fee for the Township Line Road Bridge #134-3.76 Replacement is **\$76,838**. (if-authorized = \$13,972)

The baseline lump sum (not-to-exceed) fee for the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation is **\$68,926**. (if-authorized = \$5,825)

The total baseline lump sum (not-to-exceed) fee for both projects is **\$145,764**. (if-authorized = \$19,797)

If you have any questions or require additional information, please me at (937) 259-5192 or [dspringer@ljbinc.com](mailto:dspringer@ljbinc.com). We look forward to working with you to achieve a successful completion of this project.

Sincerely,  
LJB Inc.

A handwritten signature in black ink, appearing to read 'Daniel W. Springer', with a stylized flourish at the end.

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

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**APPENDIX A – SCOPE OF SERVICES DOCUMENTS (BLUE DIVIDER)**

    Project Narrative

    Survey Limits Maps

**APPENDIX B – SUBCONSULTANT PROPOSALS (YELLOW DIVIDER)**

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## PROPOSAL COST SUMMARY

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C-R-S 0 PROPOSAL COST SUMMARY										Version: Feb 2017
<b>Consultant:</b>	LJB Inc.				<b>State Average Overhead Rate</b>	166.68%				
<b>Agreement No.</b>	Township Line Road Bridge #134-3.76 Replacement				<b>Consultant Overhead Rate:</b>	188.14%				
<b>Modification No.</b>	N/A				<b>Cost of Money:</b>	0.36%				
<b>PID No.</b>	N/A				<b>Net Fee Percentage:</b>	11%				
<b>Proposal Date</b>	3/13/2020									
Task Description	No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
<b>AUTHORIZED TASKS:</b>										
<b>1 - Planning Phase</b>										
<b>2 - Preliminary Engineering Phase</b>										
<b>2.3 - AER Design</b>										
2.3.A - Field Survey and Aerial Mapping										
2.3.AA - Project Control, Benchmarks, and Reference Points		\$36.80	11	\$405	\$762	\$1	\$8	\$0	\$114	\$1,290
2.3.AB - Monumentation recovery		\$32.33	12	\$388	\$730	\$1	\$16	\$0	\$110	\$1,245
2.3.AC - Base Mapping (incl. field verify.)		\$32.75	26	\$852	\$1,602	\$3	\$8	\$0	\$240	\$2,705
2.3.AD - Drainage Survey (stream cross sections)		\$32.88	4	\$132	\$247	\$0	\$8	\$0	\$37	\$424
2.3.AE - Bridge Survey		\$32.88	8	\$263	\$495	\$1	\$8	\$0	\$74	\$841
2.3.AF - Establish property lines, tax id, & ownerships on base map		\$43.27	16	\$692	\$1,303	\$2	\$0	\$0	\$195	\$2,193
2.3.AG - Property Owner Notification		\$32.58	3	\$98	\$184	\$0	\$0	\$0	\$28	\$310
2.3.B - Roadway										
2.3.BA - Design Criteria		\$40.21	2	\$80	\$151	\$0	\$0	\$0	\$23	\$255
2.3.BI - Identify Construction Limits		\$39.24	3	\$118	\$221	\$0	\$0	\$0	\$33	\$373
2.3.C - Drainage										
2.3.CC - Hydraulically size all major storm sewer trunk lines		\$44.55	6	\$267	\$503	\$1	\$0	\$0	\$75	\$847
<b>TOTAL 2.3 - AER Design</b>			<b>91</b>	<b>\$3,294</b>	<b>\$6,198</b>	<b>\$12</b>	<b>\$47</b>	<b>\$0</b>	<b>\$930</b>	<b>\$10,481</b>
<b>2.7 - Stage 1 Design</b>										
2.7.A - Roadway										
2.7.AA - Title Sheet		\$37.22	4	\$149	\$280	\$1	\$0	\$0	\$42	\$471
2.7.AB - General Notes		\$37.22	4	\$149	\$280	\$1	\$0	\$0	\$42	\$471
2.7.AD - Typical Sections		\$37.23	14	\$521	\$981	\$2	\$0	\$0	\$147	\$1,651
2.7.AE - Cross Sections		\$37.22	22	\$819	\$1,541	\$3	\$0	\$0	\$231	\$2,594
2.7.AF - Plan and Profile - Mainline		\$37.23	28	\$1,042	\$1,961	\$4	\$0	\$0	\$294	\$3,302
2.7.AL - Driveway Details		\$35.23	12	\$423	\$795	\$2	\$0	\$0	\$119	\$1,339
2.7.AN - Traffic Control		\$39.26	6	\$236	\$443	\$1	\$0	\$0	\$67	\$746
2.7.B - Drainage										
2.7.BA - Storm Sewer Profiles		\$39.18	6	\$235	\$442	\$1	\$0	\$0	\$66	\$745
2.7.BD - Drainage Calculations		\$39.18	2	\$78	\$147	\$0	\$0	\$0	\$22	\$248
2.7.C - Utilities										
2.7.CD - Add Utilities to Plan/Profile Sheets		\$35.25	2	\$71	\$133	\$0	\$0	\$0	\$20	\$223
2.7.D - Geotechnical Services										
2.7.DA - Geotechnical Services and Report		#DIV/0!	0	\$0	\$0	\$0	\$0	\$14,337	\$0	\$14,337
2.7.F - Structures - Design Report										
2.7.FB - Final Structure Site Plan		\$36.06	40	\$1,442	\$2,714	\$5	\$0	\$0	\$407	\$4,568
2.7.H - Prepare C2 Cost Estimates and Update Milestones										
2.7.HA - Roadway/Interchange Costs		\$39.18	8	\$313	\$590	\$1	\$0	\$0	\$88	\$993
2.7.J - Maintenance of Traffic										
2.7.JA - Detour Plan		\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496
<b>TOTAL - 2.7 - Stage 1 Design</b>			<b>152</b>	<b>\$5,635</b>	<b>\$10,601</b>	<b>\$20</b>	<b>\$0</b>	<b>\$14,337</b>	<b>\$1,591</b>	<b>\$32,185</b>
<b>2.8 - Project Management for Preliminary Engineering Phase</b>										
2.8.A - Meetings		\$66.71	1	\$67	\$126	\$0	\$0	\$0	\$19	\$211
2.8.B - General Oversight		\$66.71	10	\$667	\$1,255	\$2	\$0	\$0	\$188	\$2,113
2.8.C - Project Set Up		\$66.71	1	\$67	\$126	\$0	\$0	\$0	\$19	\$211
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>			<b>12</b>	<b>\$801</b>	<b>\$1,506</b>	<b>\$3</b>	<b>\$0</b>	<b>\$0</b>	<b>\$226</b>	<b>\$2,536</b>
<b>Total - 2 Preliminary Engineering Phase</b>			<b>255</b>	<b>\$9,730</b>	<b>\$18,305</b>	<b>\$35</b>	<b>\$47</b>	<b>\$14,337</b>	<b>\$2,747</b>	<b>\$45,201</b>





3 - Environmental Engineering Phase										
<b>3.3 - Stage 2</b>										
3.3.A - Roadway										
3.3.AA - Title Sheet	\$35.25	1	\$35	\$66	\$0	\$0	\$0	\$10	\$112	
3.3.AC - General Notes	\$37.87	6	\$227	\$427	\$1	\$0	\$0	\$64	\$720	
3.3.AD - Typical Sections	\$36.56	6	\$219	\$413	\$1	\$0	\$0	\$62	\$695	
3.3.AE- Plan and Profile - Mainline	\$36.56	12	\$439	\$825	\$2	\$0	\$0	\$124	\$1,390	
3.3.AH - Cross Sections	\$36.56	6	\$219	\$413	\$1	\$0	\$0	\$62	\$695	
3.3.B - Drainage										
3.3.BA - Storm Sewer Profiles	\$31.25	2	\$63	\$118	\$0	\$0	\$0	\$18	\$198	
3.3.C - Traffic Control										
3.3.CA - Pavement Marking Plan	\$39.26	6	\$236	\$443	\$1	\$0	\$0	\$67	\$746	
3.3.E - Maintenance of Traffic										
3.3.EA - MOT General Notes	\$39.18	2	\$78	\$147	\$0	\$0	\$0	\$22	\$248	
3.3.I - Bridge Plans										
3.3.IA Bridge Plans	\$38.76	108	\$4,166	\$7,876	\$15	\$0	\$0	\$1,182	\$13,259	
<b>TOTAL 3.3 - Stage 2</b>		<b>149</b>	<b>\$5,702</b>	<b>\$10,728</b>	<b>\$21</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,610</b>	<b>\$18,061</b>	
<b>Total - 3 Environmental Engineering Phase</b>		<b>149</b>	<b>\$5,702</b>	<b>\$10,728</b>	<b>\$21</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,610</b>	<b>\$18,061</b>	
4 - Final Engineering and RW Phase										
<b>4.2 - Stage 3 Detailed Design Plans</b>										
4.2.A - Quantities and Notes										
4.2.AM - General Summary Sheet	\$36.01	20	\$720	\$1,355	\$3	\$0	\$0	\$203	\$2,281	
4.2.AN - Bridge Estimated Quantities Sheet	\$43.21	16	\$691	\$1,301	\$2	\$0	\$0	\$195	\$2,190	
4.2.AO - Reinforcing Steel Schedule	\$39.24	16	\$628	\$1,181	\$2	\$0	\$0	\$177	\$1,989	
4.2.AP - General Notes	\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496	
4.2.AQ - Driveway Subsummary or Driveway Details (if included on same sheet)	\$39.18	8	\$313	\$590	\$1	\$0	\$0	\$88	\$993	
4.2.AS - Bridge General Notes	\$39.18	8	\$313	\$590	\$1	\$0	\$0	\$88	\$993	
<b>TOTAL 4.2 - Stage 3 Detailed Design Plans</b>		<b>72</b>	<b>\$2,823</b>	<b>\$5,311</b>	<b>\$10</b>	<b>\$0</b>	<b>\$0</b>	<b>\$797</b>	<b>\$8,941</b>	
<b>4.3 - Prepare Cost Estimates and Revise Milestone</b>										
4.3.A - Roadway/Interchange Costs	\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496	
4.3.C - Structures Costs	\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496	
<b>TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone</b>		<b>8</b>	<b>\$313</b>	<b>\$590</b>	<b>\$1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$88</b>	<b>\$993</b>	
<b>4.4 - Final Plan Package</b>										
4.4.A - Submission of Final Tracings and Documentation	\$41.58	10	\$416	\$782	\$1	\$0	\$0	\$117	\$1,317	
<b>4.4 - Final Plan Package</b>		<b>10</b>	<b>\$416</b>	<b>\$782</b>	<b>\$1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$117</b>	<b>\$1,317</b>	
<b>4.5 - Project Management for Final Engineering and Right of Way</b>										
4.5.A - Meetings	\$66.71	1	\$67	\$126	\$0	\$0	\$0	\$19	\$211	
4.5.B - General Oversight	\$66.71	10	\$667	\$1,255	\$2	\$0	\$0	\$188	\$2,113	
<b>TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase</b>		<b>11</b>	<b>\$734</b>	<b>\$1,381</b>	<b>\$3</b>	<b>\$0</b>	<b>\$0</b>	<b>\$207</b>	<b>\$2,324</b>	
<b>TOTAL - Final Engineering Phase</b>		<b>101</b>	<b>\$4,286</b>	<b>\$8,064</b>	<b>\$15</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,210</b>	<b>\$13,575</b>	
<b>TOTAL AUTHORIZED PARTS</b>		<b>505</b>	<b>\$19,718</b>	<b>\$37,098</b>	<b>\$71</b>	<b>\$47</b>	<b>\$14,337</b>	<b>\$5,567</b>	<b>\$76,838</b>	
<b>IF-AUTHORIZED TASKS:</b>										
Stantec - Drilled Shaft Design, if necessary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$1,825	\$0	\$1,825	
(1) Provide ex RW, Proposed RW & temp, and staking - per parcel	\$41.13	12	\$494	\$929	\$2	\$0	\$0	\$139	\$1,563	
(2) Dedication Plat or Survey Record - per parcel	\$44.07	21	\$926	\$1,741	\$3	\$0	\$0	\$261	\$2,931	
(3) Perpetual Easement and Exhibit - per parcel	\$51.26	8	\$410	\$772	\$1	\$0	\$0	\$116	\$1,299	
2.7.E - Retaining Wall Plans	\$35.82	56	\$2,006	\$3,774	\$7	\$0	\$0	\$566	\$6,354	
	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL IF-AUTHORIZED PARTS</b>		<b>97</b>	<b>\$3,835</b>	<b>\$7,215</b>	<b>\$14</b>	<b>\$0</b>	<b>\$1,825</b>	<b>\$1,083</b>	<b>\$13,972</b>	
<b>GRAND TOTAL</b>		<b>602</b>	<b>\$23,553</b>	<b>\$44,313</b>	<b>\$85</b>	<b>\$47</b>	<b>\$16,162</b>	<b>\$6,650</b>	<b>\$90,810</b>	



C-R-S		0		PROPOSAL COST SUMMARY							Version: Feb 2017	
<b>Consultant:</b>	LJB Inc.											
<b>Agreement No.</b>	Roachester-Cozaddale Road Bridge #52-4.02 Rehab			<b>State Average Overhead Rate</b>	166.68%							
<b>Modification No.</b>	N/A			<b>Consultant Overhead Rate:</b>	188.14%							
<b>PID No.</b>	110973			<b>Cost of Money:</b>	0.36%							
<b>Proposal Date</b>	3/13/2020			<b>Net Fee Percentage:</b>	11%							
Task Description	No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total		
			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost		
<b>AUTHORIZED TASKS:</b>												
<b>2 - Preliminary Engineering Phase</b>												
<b>2.3 - AER Design</b>												
<b>2.3.A - Field Survey and Aerial Mapping</b>												
2.3.AA - Project Control, Benchmarks, and Reference Points		\$36.80	11	\$405	\$762	\$1	\$16	\$0	\$114	\$1,298		
2.3.AB - Monumentation recovery		\$32.64	14	\$457	\$860	\$2	\$31	\$0	\$129	\$1,479		
2.3.AC - Base Mapping (incl. field verify.)		\$32.69	18	\$589	\$1,107	\$2	\$16	\$0	\$166	\$1,880		
2.3.AD - Drainage Survey (stream cross sections)		\$32.88	4	\$132	\$247	\$0	\$16	\$0	\$37	\$432		
2.3.AE - Bridge Survey		\$32.88	8	\$263	\$495	\$1	\$16	\$0	\$74	\$849		
2.3.AF - Establish property lines, tax id, & ownerships on base map		\$47.28	12	\$567	\$1,067	\$2	\$0	\$0	\$160	\$1,797		
2.3.AG - Property Owner Notification		\$32.58	3	\$98	\$184	\$0	\$0	\$0	\$28	\$310		
<b>2.3.B - Roadway</b>												
2.3.BA - Design Criteria		\$40.21	2	\$80	\$151	\$0	\$0	\$0	\$23	\$255		
2.3.BI - Identify Construction Limits		\$38.24	2	\$76	\$144	\$0	\$0	\$0	\$22	\$242		
<b>TOTAL 2.3 - AER Design</b>			<b>74</b>	<b>\$2,667</b>	<b>\$5,017</b>	<b>\$10</b>	<b>\$94</b>	<b>\$0</b>	<b>\$753</b>	<b>\$8,540</b>		
<b>2.7 - Stage 1 Design</b>												
<b>2.7.A - Roadway</b>												
2.7.AA - Title Sheet		\$36.56	6	\$219	\$413	\$1	\$0	\$0	\$62	\$695		
2.7.AB - General Notes		\$37.22	4	\$149	\$280	\$1	\$0	\$0	\$42	\$471		
2.7.AD - Typical Sections		\$38.02	10	\$380	\$715	\$1	\$0	\$0	\$107	\$1,204		
2.7.AE - Cross Sections		\$37.23	14	\$521	\$981	\$2	\$0	\$0	\$147	\$1,651		
2.7.AF - Plan and Profile - Mainline		\$36.90	24	\$886	\$1,666	\$3	\$0	\$0	\$250	\$2,805		
2.7.AI - Superelevation Table		\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496		
2.7.AN - Traffic Control		\$36.06	5	\$180	\$339	\$1	\$0	\$0	\$51	\$571		
<b>2.7.B - Drainage</b>												
2.7.BD - Drainage Calculations		\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496		
<b>2.7.C - Utilities</b>												
2.7.CD - Add Utilities to Plan/Profile Sheets		\$35.25	2	\$71	\$133	\$0	\$0	\$0	\$20	\$223		
<b>2.7.F - Structures - Design Report</b>												
2.7.FB - Final Structure Site Plan		\$36.06	40	\$1,442	\$2,714	\$5	\$0	\$0	\$407	\$4,568		
<b>2.7.H - Prepare C2 Cost Estimates and Update Milestones</b>												
2.7.HA - Roadway/Interchange Costs		\$39.18	8	\$313	\$590	\$1	\$0	\$0	\$88	\$993		
<b>2.7.J - Maintenance of Traffic</b>												
2.7.JA - Detour Plan		\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496		
<b>TOTAL - 2.7 - Stage 1 Design</b>			<b>137</b>	<b>\$5,055</b>	<b>\$9,510</b>	<b>\$18</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,427</b>	<b>\$16,010</b>		
<b>2.8 - Project Management for Preliminary Engineering Phase</b>												
2.8.A - Meetings		\$66.71	1	\$67	\$126	\$0	\$0	\$0	\$19	\$211		
2.8.B - General Oversight		\$66.71	10	\$667	\$1,255	\$2	\$0	\$0	\$188	\$2,113		
2.8.C - Project Set Up		\$66.71	1	\$67	\$126	\$0	\$0	\$0	\$19	\$211		
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>			<b>12</b>	<b>\$801</b>	<b>\$1,506</b>	<b>\$3</b>	<b>\$0</b>	<b>\$0</b>	<b>\$226</b>	<b>\$2,536</b>		
<b>Total - 2 Preliminary Engineering Phase</b>			<b>223</b>	<b>\$8,522</b>	<b>\$16,033</b>	<b>\$31</b>	<b>\$94</b>	<b>\$0</b>	<b>\$2,406</b>	<b>\$27,086</b>		



3 - Environmental Engineering Phase										
<b>3.3 - Stage2</b>										
3.3.A - Roadway										
3.3.A.A - Title Sheet	\$35.25	2	\$71	\$133	\$0	\$0	\$0	\$20	\$223	
3.3.A.C - General Notes	\$37.87	6	\$227	\$427	\$1	\$0	\$0	\$64	\$720	
3.3.A.D - Typical Sections	\$37.22	4	\$149	\$280	\$1	\$0	\$0	\$42	\$471	
3.3.A.E- Plan and Profile - Mainline	\$36.04	10	\$360	\$678	\$1	\$0	\$0	\$102	\$1,141	
3.3.A.H - Cross Sections	\$36.56	3	\$110	\$206	\$0	\$0	\$0	\$31	\$347	
3.3.C - Traffic Control										
3.3.C.B - Signing Plan	\$44.55	3	\$134	\$251	\$0	\$0	\$0	\$38	\$423	
3.3.E - Maintenance of Traffic										
3.3.E.A - MOT General Notes	\$39.18	2	\$78	\$147	\$0	\$0	\$0	\$22	\$248	
3.3.I - Bridge Plans										
3.3.I.A Bridge Plans	\$39.13	208	\$8,139	\$15,314	\$29	\$0	\$0	\$2,298	\$25,781	
3.3.I.B Structure Rating	\$42.40	10	\$424	\$798	\$2	\$0	\$0	\$120	\$1,343	
<b>TOTAL 3.3 - Stage2</b>		<b>248</b>	<b>\$9,692</b>	<b>\$18,235</b>	<b>\$35</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,737</b>	<b>\$30,698</b>	
<b>Total - 3 Environmental Engineering Phase</b>		<b>248</b>	<b>\$9,692</b>	<b>\$18,235</b>	<b>\$35</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,737</b>	<b>\$30,698</b>	
4 - Final Engineering and R/W Phase										
<b>4.2 - Stage 3 Detailed Design Plans</b>										
4.2.A - Quantities and Notes										
4.2.A.M - General Summary Sheet	\$36.54	12	\$438	\$825	\$2	\$0	\$0	\$124	\$1,389	
4.2.A.N - Bridge Estimated Quantities Sheet	\$42.40	10	\$424	\$798	\$2	\$0	\$0	\$120	\$1,343	
4.2.A.O - Reinforcing Steel Schedule	\$35.54	26	\$924	\$1,738	\$3	\$0	\$0	\$261	\$2,927	
4.2.A.P - General Notes	\$39.18	2	\$78	\$147	\$0	\$0	\$0	\$22	\$248	
4.2.A.S - Bridge General Notes	\$39.18	8	\$313	\$590	\$1	\$0	\$0	\$88	\$993	
4.2.C - Signing Plans										
4.2.C.A - Signing Plans	\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496	
<b>TOTAL 4.2 - Stage 3 Detailed Design Plans</b>		<b>62</b>	<b>\$2,335</b>	<b>\$4,393</b>	<b>\$8</b>	<b>\$0</b>	<b>\$0</b>	<b>\$659</b>	<b>\$7,396</b>	
<b>4.3 - Prepare Cost Estimates and Revise Milestone</b>										
4.3.A - Roadway/Interchange Costs	\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496	
4.3.C - Structures Costs	\$39.18	4	\$157	\$295	\$1	\$0	\$0	\$44	\$496	
<b>TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone</b>		<b>8</b>	<b>\$313</b>	<b>\$590</b>	<b>\$1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$88</b>	<b>\$993</b>	
<b>4.4 - Final Plan Package</b>										
4.4.A - Submission of Final Tracings and Documentation	\$44.82	6	\$269	\$506	\$1	\$0	\$0	\$76	\$852	
<b>4.4 - Final Plan Package</b>		<b>6</b>	<b>\$269</b>	<b>\$506</b>	<b>\$1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$76</b>	<b>\$852</b>	
<b>4.5 - Project Management for Final Engineering and Right of Way</b>										
4.5.A - Meetings	\$66.71	1	\$67	\$126	\$0	\$0	\$0	\$19	\$211	
4.5.B - General Oversight	\$66.71	8	\$534	\$1,004	\$2	\$0	\$0	\$151	\$1,690	
<b>TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase</b>		<b>9</b>	<b>\$600</b>	<b>\$1,130</b>	<b>\$2</b>	<b>\$0</b>	<b>\$0</b>	<b>\$170</b>	<b>\$1,902</b>	
<b>TOTAL - Final Engineering Phase</b>		<b>85</b>	<b>\$3,518</b>	<b>\$6,618</b>	<b>\$13</b>	<b>\$0</b>	<b>\$0</b>	<b>\$993</b>	<b>\$11,142</b>	
<b>TOTAL AUTHORIZED PARTS</b>		<b>556</b>	<b>\$21,732</b>	<b>\$40,886</b>	<b>\$78</b>	<b>\$94</b>	<b>\$0</b>	<b>\$6,136</b>	<b>\$68,926</b>	
<b>IF-AUTHORIZED TASKS:</b>										
(1) Provide ex R/W, Proposed R/W & temp, and staking - per parcel	\$41.13	12	\$494	\$929	\$2	\$31	\$0	\$139	\$1,594	
(2) Dedication Plat or Survey Record - per parcel	\$44.07	21	\$926	\$1,741	\$3	\$0	\$0	\$261	\$2,931	
(3) Perpetual Easement and Exhibit - per parcel	\$51.26	8	\$410	\$772	\$1	\$0	\$0	\$116	\$1,299	
#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL IF-AUTHORIZED PARTS</b>		<b>41</b>	<b>\$1,829</b>	<b>\$3,441</b>	<b>\$7</b>	<b>\$31</b>	<b>\$0</b>	<b>\$516</b>	<b>\$5,825</b>	
<b>GRAND TOTAL</b>		<b>597</b>	<b>\$23,561</b>	<b>\$44,328</b>	<b>\$85</b>	<b>\$125</b>	<b>\$0</b>	<b>\$6,652</b>	<b>\$74,751</b>	



 **PROPOSED OVERHEAD AND COST OF MONEY RATES**

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**CONSULTANT INDIRECT COST RATE**  
**APPROVAL CERTIFICATE NO. 09192019-SPG-03**

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

Company Name:	LJB Inc.
Based on Actual Costs Incurred for Fiscal Year End:	12/31/2018
Effective Date (Approval Date):	09/19/2019

**APPROVAL TYPE:**

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

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

Corporate Indirect Cost Rate:	188.14%
Facilities Capital Cost of Money (FCCM) Rate:	8.36%

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

**OVERTIME PREMIUM:**

Treatment of overtime premium is determined based on your company's policies. Overtime premium must be allocated consistently, regardless of customer, contract type, reimbursement method, or individual contract terms. Companies that treat all overtime premium as an indirect cost must bill/invoice overtime hours at the straight-time pay rate. In these instances, overtime premium is included as part of the indirect cost rates listed above.

Based on the information submitted by your company:

- Project-related overtime premium is allocated to direct cost objectives and is eligible to be billed/invoiced as a direct cost on ODOT projects. Overtime premium that is not project related is included in the indirect cost pool.
- All overtime premium is allocated to the indirect cost pool; accordingly, the premium may not be invoiced as a direct cost on ODOT projects.

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

Manager approval by:

Scot P. Gormley

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

**For ODOT Use Only**

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



 **PROPOSED HOURS**

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PROPOSAL LABOR SUMMARY											Version: Feb 2017	
C-R-S												
Consultant:	LJB Inc.											
Agreement No.	Township Line Road Bridge #134-3.76 Replacement											
Modification No.	NA											
PID No.	NA											
Proposal Date	3/13/2020											
Task Description	No. of Units	Professional IX	Professional VIII	Professional VII	Professional IV	Professional III	Professional I	Designer IV	Survey Technician	Total		
		\$74.04	\$66.71	\$55.29	\$41.23	\$39.18	\$31.25	\$35.25	\$30.50	Hours	Cost	
<b>AUTHORIZED TASKS:</b>												
<b>1 - Planning Phase</b>												
<b>2 - Preliminary Engineering Phase</b>												
<b>2.3 - AER Design</b>												
2.3.A - Field Survey and Aerial Mapping												
2.3.AA - Project Control, Benchmarks, and Reference Points			2			1	4	4	4	11	\$405	
2.3.AB - Monumentation recovery						4	4	4	4	12	\$388	
2.3.AC - Base Mapping (incl. field verify.)						2	12	12		26	\$852	
2.3.AD - Drainage Survey (stream cross sections)							2	2	2	4	\$132	
2.3.AE - Bridge Survey								4	4	8	\$263	
2.3.AF - Establish property lines, tax id, & ownerships on base map			8			8				16	\$692	
2.3.AG - Property Owner Notification						2	1			3	\$93	
2.3.B - Roadway												
2.3.B.A - Design Criteria				1	1					2	\$80	
2.3.B.I - Identify Construction Limits				2				1		3	\$118	
2.3.C - Drainage												
2.3.C.C - Hydraulically size all major storm sewer trunk lines			2		4					6	\$267	
TOTAL 2.3 - AER Design	0	0	12	3	5	17	28	26		91	\$294.32	
<b>2.7 - Stage 1 Design</b>												
2.7.A - Roadway												
2.7.AA - Title Sheet					2		2			4	\$149	
2.7.AB - General Notes					2		2			4	\$149	
2.7.AD - Typical Sections				2	4		8			14	\$521	
2.7.AE - Cross Sections				2	8		12			22	\$819	
2.7.AF - Plan and Profile - Mainline				4	8		16			28	\$1,042	
2.7.AL - Driveway Details					4	4	4			12	\$423	
2.7.AN - Traffic Control			2				4			6	\$238	
2.7.B - Drainage												
2.7.B.A - Storm Sewer Profiles					6					6	\$235	
2.7.B.D - Drainage Calculations					2					2	\$78	
2.7.C - Utilities												
2.7.C.D - Add Utilities to Plan/Profile Sheets							2			2	\$71	
2.7.D - Geotechnical Services												
2.7.D.A - Geotechnical Services and Report										0	\$0	
2.7.F - Structures - Design Report												
2.7.F.B - Final Structure Site Plan			8				32			40	\$1,442	
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
2.7.HA - Roadway/Interchange Costs						8				8	\$313	
2.7.J - Maintenance of Traffic												
2.7.J.A - Detour Plan					4					4	\$157	
TOTAL - 2.7 - Stage 1 Design	0	0	10	8	48	40	46	0		152	\$634.88	
<b>2.8 - Project Management for Preliminary Engineering Phase</b>												
2.8.A - Meetings												
2.8.A - Meetings			1							1	\$67	
2.8.B - General Oversight												
2.8.B - General Oversight			10							10	\$667	
2.8.C - Project Set Up												
2.8.C - Project Set Up			1							1	\$67	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase	0	12	0	0	0	0	0	0	0	12	\$801	
Total - 2 Preliminary Engineering Phase	0	12	22	11	53	57	74	26		255	\$9,730	



3 - Environmental Engineering Phase										
<b>3.3 - Stage 2</b>										
<b>3.3.A - Roadway</b>										
3.3.AA - Title Sheet						1			1	\$35
3.3.AC - General Notes				4		2			6	\$227
3.3.AD - Typical Sections				2		4			6	\$219
3.3.AE - Plan and Profile - Mainline				4		8			12	\$439
3.3.AH - Cross Sections				2		4			6	\$219
<b>3.3.B - Drainage</b>										
3.3.BA - Storm Sewer Profiles						2			2	\$63
<b>3.3.C - Traffic Control</b>										
3.3.C.A - Pavement Marking Plan			2			4			6	\$236
<b>3.3.E - Maintenance of Traffic</b>										
3.3.E.A - MOT General Notes				2					2	\$78
<b>3.3.I - Bridge Plans</b>										
3.3.I.A Bridge Plans			4	8	16	40	40		108	\$4,186
<b>TOTAL 3.3 - Stage 2</b>	0	4	10	16	54	46	19	0	149	\$5,702
<b>Total - 3 Environmental Engineering Phase</b>	0	4	10	16	54	46	19	0	149	\$5,702
<b>4 - Final Engineering and RW Phase</b>										
<b>4.2 - Stage 3 Detailed Design Plans</b>										
<b>4.2.A - Quantities and Notes</b>										
4.2.AM - General Summary Sheet					12	8			20	\$720
4.2.AN - Bridge Estimated Quantities Sheet			4		12				16	\$691
4.2.AO - Reinforcing Steel Schedule			4		4	8			16	\$628
4.2.AP - General Notes					4				4	\$157
4.2.AQ - Driveway Subsummary or Driveway Details (if included on same sheet)					8				8	\$313
4.2.AS - Bridge General Notes					8				8	\$313
<b>TOTAL 4.2 - Stage 3 Detailed Design Plans</b>	0	0	8	0	48	16	0	0	72	\$2,823
<b>4.3 - Prepare Cost Estimates and Revise Milestone</b>										
4.3.A - Roadway/Interchange Costs					4				4	\$157
4.3.C - Structures Costs					4				4	\$157
<b>TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone</b>	0	0	0	0	8	0	0	0	8	\$313
<b>4.4 - Final Plan Package</b>										
4.4.A - Submission of Final Tracings and Documentation			1	1	2	2	2	2	10	\$418
<b>4.4 - Final Plan Package</b>	0	1	1	2	2	2	2	0	10	\$418
<b>4.5 - Project Management for Final Engineering and Right of Way</b>										
4.5.A - Meetings			1						1	\$67
4.5.B - General Oversight			10						10	\$667
<b>TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase</b>	0	11	0	0	0	0	0	0	11	\$734
<b>TOTAL - Final Engineering Phase</b>	0	12	9	2	58	18	2	0	101	\$4,285
<b>TOTAL AUTHORIZED PARTS</b>	0	28	41	29	165	121	95	26	505	\$19,718
<b>IF-AUTHORIZED TASKS:</b>										
Startec - Drilled Shaft Design, if necessary										
(1) Provide ex RW, Proposed RW & temp, and staking - per parcel			4		2	2	2	2	12	\$494
(2) Dedication Plat or Survey Record - per parcel			10		2	1	4	4	21	\$926
(3) Perpetual Easement and Exhibit - per parcel			6		2				8	\$410
2.7.E - Retaining Wall Plans			4	8		24	20		56	\$2,006
<b>TOTAL IF-AUTHORIZED PARTS</b>	0	0	24	8	6	27	26	6	97	\$3,835
<b>GRAND TOTAL</b>	0	28	65	37	171	148	121	32	602	\$23,553





PROPOSAL LABOR SUMMARY										Version: Feb 2017	
<b>C-R-S</b>											
<b>Consultant:</b>	LJB Inc.										
<b>Agreement No.</b>	Rochester-Cozaddale Road Bridge #52-4.02 Rehab										
<b>Modification No.</b>	N/A										
<b>PID No.</b>	110973										
<b>Proposal Date</b>	3/13/2020										
Task Description	No. of Units	Professional IX	Professional VIII	Professional VII	Professional IV	Professional III	Professional I	Designer IV	Survey Technician	Total	
		\$74.04	\$66.71	\$55.29	\$41.23	\$39.18	\$31.25	\$35.25	\$30.50	Hours	Cost
<b>AUTHORIZED TASKS:</b>											
<b>2 - Preliminary Engineering Phase</b>											
<b>2.3 - AER Design</b>											
<b>2.3.A - Field Survey and Aerial Mapping</b>											
2.3AA - Project Control, Benchmarks, and Reference Points			2				1	4	4	11	\$405
2.3AB - Monumentation recovery							2	6	6	14	\$457
2.3AC - Base Mapping (incl. field verify.)							2	8	8	18	\$589
2.3AD - Drainage Survey (stream cross sections)								2	2	4	\$132
2.3AE - Bridge Survey								4	4	8	\$263
2.3AF - Establish property lines, tax id, & ownerships on base map			8				4			12	\$567
2.3AG - Property Owner Notification							2	1		3	\$98
<b>2.3.B - Roadway</b>											
2.3.B.A - Design Criteria				1	1					2	\$80
2.3.B.I - Identify Construction Limits				1				1		2	\$76
<b>TOTAL 2.3 - AER Design</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>2</b>	<b>1</b>	<b>11</b>	<b>26</b>	<b>24</b>		<b>74</b>	<b>2666.79</b>
<b>2.7 - Stage 1 Design</b>											
<b>2.7.A - Roadway</b>											
2.7.AA - Title Sheet						2		4		6	\$219
2.7.AB - General Notes						2		2		4	\$149
2.7.AD - Typical Sections				2	4			4		10	\$380
2.7.AE - Cross Sections				2	4			8		14	\$521
2.7.AF - Plan and Profile - Mainline				4	4			16		24	\$886
2.7.AI - Superelevation Table						4				4	\$157
2.7.AN - Traffic Control			1				4			5	\$180
<b>2.7.B - Drainage</b>											
2.7.B.D - Drainage Calculations						4				4	\$157
<b>2.7.C - Utilities</b>											
2.7.C.D - Add Utilities to Plan/Profile Sheets								2		2	\$71
<b>2.7.F - Structures - Design Report</b>											
2.7.F.B - Final Structure Site Plan			8				32			40	\$1,442
2.7.H - Prepare C2 Cost Estimates and Update Milestones							8			8	\$313
2.7.HA - Roadway/Interchange Costs											
2.7.J - Maintenance of Traffic											
2.7.JA - Detour Plan						4				4	\$157
<b>TOTAL 2.7 - Stage 1 Design</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>8</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>137</b>	<b>5054.65</b>
<b>2.8 - Project Management for Preliminary Engineering Phase</b>											
2.8.A - Meetings			1							1	\$67
2.8.B - General Oversight			10							10	\$667
2.8.C - Project Set Up			1							1	\$67
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$801</b>
<b>Total - 2 Preliminary Engineering Phase</b>	<b>0</b>	<b>12</b>	<b>19</b>	<b>10</b>	<b>41</b>	<b>51</b>	<b>66</b>	<b>24</b>		<b>223</b>	<b>\$8,522</b>



3 - Environmental Engineering Phase										
<b>3.3 - Stage 2</b>										
<b>3.3.A - Roadway</b>										
3.3.AA - Title Sheet								2	2	\$71
3.3.AC - General Notes				4				2	6	\$227
3.3.AD - Typical Sections				2				2	4	\$149
3.3.AE - Plan and Profile - Mainline				2				8	10	\$360
3.3.AH - Cross Sections				1				2	3	\$110
<b>3.3.C - Traffic Control</b>										
3.3.C.B - Signing Plan			1		2				3	\$134
<b>3.3.E - Maintenance of Traffic</b>										
3.3.E.A - MOT General Notes				2					2	\$78
<b>3.3.I - Bridge Plans</b>										
3.3.IA Bridge Plans		8	20	40	60	80			208	\$8,139
3.3.IB Structure Rating			2		8				10	\$424
<b>TOTAL 3.3 - Stage 2</b>	<b>0</b>	<b>8</b>	<b>23</b>	<b>40</b>	<b>81</b>	<b>80</b>	<b>16</b>	<b>0</b>	<b>248</b>	<b>\$9,692</b>
<b>Total - 3 Environmental Engineering Phase</b>	<b>0</b>	<b>8</b>	<b>23</b>	<b>40</b>	<b>81</b>	<b>80</b>	<b>16</b>	<b>0</b>	<b>248</b>	<b>\$9,692</b>
4 - Final Engineering and RW Phase										
<b>4.2 - Stage 3 Detailed Design Plans</b>										
<b>4.2.A - Quantities and Notes</b>										
4.2.AM - General Summary Sheet					8	4			12	\$438
4.2.AN - Bridge Estimated Quantities Sheet			2		8				10	\$424
4.2.AO - Reinforcing Steel Schedule			2		8	16			26	\$924
4.2.AP - General Notes					2				2	\$78
4.2.AS - Bridge General Notes					8				8	\$313
<b>4.2.C - Signing Plans</b>										
4.2.C.A - Signing Plans					4				4	\$157
<b>TOTAL 4.2 - Stage 3 Detailed Design Plans</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>38</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>\$2,335</b>
<b>4.3 - Prepare Cost Estimates and Revise Milestone</b>										
4.3.A - Roadway/Interchange Costs					4				4	\$157
4.3.C - Structures Costs					4				4	\$157
<b>TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$313</b>
<b>4.4 - Final Plan Package</b>										
4.4.A - Submission of Final Tracings and Documentation		1	1	1	1	1	1	1	6	\$289
<b>4.4 - Final Plan Package</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>6</b>	<b>\$289</b>
<b>4.5 - Project Management for Final Engineering and Right of Way</b>										
4.5.A - Meetings		1							1	\$67
4.5.B - General Oversight		8							8	\$534
<b>TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>\$600</b>
<b>TOTAL - Final Engineering Phase</b>	<b>0</b>	<b>10</b>	<b>5</b>	<b>1</b>	<b>47</b>	<b>21</b>	<b>1</b>	<b>0</b>	<b>85</b>	<b>\$3,518</b>
<b>TOTAL AUTHORIZED PARTS</b>	<b>0</b>	<b>30</b>	<b>47</b>	<b>51</b>	<b>169</b>	<b>152</b>	<b>83</b>	<b>24</b>	<b>556</b>	<b>\$21,732</b>
IF-AUTHORIZED TASKS:										
(1) Provide ex RW, Proposed RW & temp. and staking - per parcel			4		2	2	2	2	12	\$494
(2) Dedication Plat or Survey Record - per parcel			10		2	1	4	4	21	\$926
(3) Perpetual Easement and Exhibit - per parcel			6		2				8	\$410
<b>TOTAL IF-AUTHORIZED PARTS</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>6</b>	<b>6</b>	<b>41</b>	<b>\$1,829</b>
<b>GRAND TOTAL</b>	<b>0</b>	<b>30</b>	<b>67</b>	<b>51</b>	<b>175</b>	<b>155</b>	<b>89</b>	<b>30</b>	<b>597</b>	<b>\$23,561</b>



> **NON-LABOR DIRECT COST SUMMARY**

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C-R-S		0	DIRECT COSTS								Version: Feb 2017
Consultant:	LJB Inc.										
Agreement No.	Township Line Road Bridge #134-3.76 Replac										
Modification No.	N/A										
PID No.	N/A										
Proposal Date	3/13/2020										
Task Description	Unit Cost:	mileage	Bathymetric Survey Equipment	copies	Monuments, Type A	Monuments, Type B	Postage	Scanner Rental	Boat Rental	Board	Total
		\$0.52	\$1,000.00	\$0.25	\$50.00	\$15.00	\$0.50	\$1,500.00	\$400.00	\$25.00	
<b>AUTHORIZED TASKS:</b>											
<b>1 - Planning Phase</b>											
		Units	Units	Units	Units	Units	Units	Units	Units	Units	\$
<b>2 - Preliminary Engineering Phase</b>											
<b>2.3 - AER Design</b>											
2.3.A - Field Survey and Aerial Mapping											
2.3.AA - Project Control, Benchmarks, and Reference Points		15									\$7.80
2.3.AB - Monumentation recovery		30									\$15.60
2.3.AC - Base Mapping (incl. field verify.)		15									\$7.80
2.3.AD - Drainage Survey (stream cross sections)		15									\$7.80
2.3.AE - Bridge Survey		15									\$7.80
2.3.AF - Establish property lines, tax id, & ownerships on base map											\$0.00
2.3.AG - Property Owner Notification											\$0.00
2.3.B - Roadway											
2.3.B.A - Design Criteria											\$0.00
2.3.B.I - Identify Construction Limits											\$0.00
2.3.C - Drainage											
2.3.C.C - Hydraulically size all major storm sewer trunk lines											\$0.00
<b>TOTAL 2.3 - AER Design</b>		<b>90</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$46.80</b>
<b>2.7 - Stage 1 Design</b>											
2.7.A - Roadway											
2.7.AA - Title Sheet											\$0.00
2.7.AB - General Notes											\$0.00
2.7.AD - Typical Sections											\$0.00
2.7.AE - Cross Sections											\$0.00
2.7.AF - Plan and Profile - Mainline											\$0.00
2.7.AL - Driveway Details											\$0.00
2.7.AN - Traffic Control											\$0.00
2.7.B - Drainage											
2.7.B.A - Storm Sewer Profiles											\$0.00
2.7.B.D - Drainage Calculations											\$0.00
2.7.C - Utilities											
2.7.C.D - Add Utilities to Plan/Profile Sheets											\$0.00
2.7.D - Geotechnical Services											
2.7.D.A - Geotechnical Services and Report											\$0.00
2.7.F - Structures - Design Report											
2.7.F.B - Final Structure Site Plan											\$0.00
2.7.H - Prepare C2 Cost Estimates and Update Milestones											
2.7.H.A - Roadway/Interchange Costs											\$0.00
2.7.J - Maintenance of Traffic											
2.7.J.A - Detour Plan											\$0.00
<b>TOTAL - 2.7 - Stage 1 Design</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>2.8 - Project Management for Preliminary Engineering Phase</b>											
2.8.A - Meetings											\$0.00
2.8.B - General Oversight											\$0.00
2.8.C - Project Set Up											\$0.00
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>Total - 2 Preliminary Engineering Phase</b>		<b>90</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$46.80</b>



3 - Environmental Engineering Phase										
<b>3.3 - Stage2</b>										
<b>3.3.A - Roadway</b>										
3.3.AA - Title Sheet										\$0.00
3.3.AC - General Notes										\$0.00
3.3.AD - Typical Sections										\$0.00
3.3.AE- Plan and Profile - Mainline										\$0.00
3.3.AH - Cross Sections										\$0.00
<b>3.3.B - Drainage</b>										
3.3.B.A - Storm Sewer Profiles										\$0.00
<b>3.3.C - Traffic Control</b>										
3.3.C.A - Pavement Marking Plan										\$0.00
<b>3.3.E - Maintenance of Traffic</b>										
3.3.E.A - MOT General Notes										\$0.00
<b>3.3.I - Bridge Plans</b>										
3.3.IA Bridge Plans										\$0.00
<b>TOTAL 3.3 - Stage2</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>Total - 3 Environmental Engineering Phase</b>	0	0	0	0	0	0	0	0	0	\$0.00
4 - Final Engineering and RW Phase										
<b>4.2 - Stage 3 Detailed Design Plans</b>										
<b>4.2.A - Quantities and Notes</b>										
4.2.AM - General Summary Sheet										\$0.00
4.2.AN - Bridge Estimated Quantities Sheet										\$0.00
4.2.AO - Reinforcing Steel Schedule										\$0.00
4.2.AP - General Notes										\$0.00
4.2.AQ - Driveway Subsummary or Driveway Details (if included on same sheet)										\$0.00
4.2.AS - Bridge General Notes										\$0.00
<b>TOTAL 4.2 - Stage 3 Detailed Design Plans</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>4.3 - Prepare Cost Estimates and Revise Milestone</b>										
4.3.A - Roadway/Interchange Costs										\$0.00
4.3.C - Structures Costs										\$0.00
<b>TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>4.4 - Final Plan Package</b>										
4.4.A - Submission of Final Tracings and Documentation										\$0.00
<b>4.4 - Final Plan Package</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>4.5 - Project Management for Final Engineering and Right of Way</b>										
4.5.A - Meetings										\$0.00
4.5.B - General Oversight										\$0.00
<b>TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL - Final Engineering Phase</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL AUTHORIZED PARTS</b>	90	0	0	0	0	0	0	0	0	\$46.80
IF-AUTHORIZED TASKS:										
Stantec - Drilled Shaft Design, if necessary										\$0.00
(1) Provide ex RW, Proposed RW & temp, and staking - per parcel	30									
(2) Dedication Plat or Survey Record - per parcel	30									
(3) Perpetual Easement and Exhibit - per parcel										
2.7.E - Retaining Wall Plans										\$0.00
<b>TOTAL AUTHORIZED PARTS</b>	60	0	0	0	0	0	0	0	0	\$0.00
<b>GRAND TOTAL</b>	150	0	0	0	0	0	0	0	0	\$46.80



C-R-S		0	DIRECT COSTS									Version: Feb 2017
Consultant:	LJB Inc.											
Agreement No.	Roachester-Cozaddale Road Bridge #52-4.02											
Modification No.	N/A											
PID No.	110973											
Proposal Date	3/13/2020											
Task Description	Unit Cost:	\$0.52	\$1,000.00	\$0.25	\$50.00	\$15.00	\$0.50	\$1,500.00	\$400.00	\$25.00		Total
<b>AUTHORIZED TASKS:</b>												
<b>2 - Preliminary Engineering Phase</b>												
<b>2.3 - AER Design</b>												
<b>2.3.A - Field Survey and Aerial Mapping</b>												
2.3.AA - Project Control, Benchmarks, and Reference Points	30											\$15.60
2.3.AB - Monumentation recovery	60											\$31.20
2.3.AC - Base Mapping (incl. field verify.)	30											\$15.60
2.3.AD - Drainage Survey (stream cross sections)	30											\$15.60
2.3.AE - Bridge Survey	30											\$15.60
2.3.AF - Establish property lines, tax id, & ownerships on base map												\$0.00
2.3.AG - Property Owner Notification												\$0.00
<b>2.3.B - Roadway</b>												
2.3.B.A - Design Criteria												\$0.00
2.3.B.I - Identify Construction Limits												\$0.00
<b>TOTAL 2.3 - AER Design</b>	<b>180</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$93.60</b>
<b>2.7 - Stage 1 Design</b>												
<b>2.7.A - Roadway</b>												
2.7.AA - Title Sheet												\$0.00
2.7.AB - General Notes												\$0.00
2.7.AD - Typical Sections												\$0.00
2.7.AE - Cross Sections												\$0.00
2.7.AF - Plan and Profile - Mainline												\$0.00
2.7.AI - Superelevation Table												\$0.00
2.7.AN - Traffic Control												\$0.00
<b>2.7.B - Drainage</b>												
2.7.B.D - Drainage Calculations												\$0.00
<b>2.7.C - Utilities</b>												
2.7.C.D - Add Utilities to Plan/Profile Sheets												\$0.00
<b>2.7.F - Structures - Design Report</b>												
2.7.F.B - Final Structure Site Plan												\$0.00
<b>2.7.H - Prepare C2 Cost Estimates and Update Milestones</b>												
2.7.H.A - Roadway/Interchange Costs												\$0.00
<b>2.7.J - Maintenance of Traffic</b>												
2.7.J.A - Detour Plan												\$0.00
<b>TOTAL - 2.7 - Stage 1 Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>2.8 - Project Management for Preliminary Engineering Phase</b>												
2.8.A - Meetings												\$0.00
2.8.B - General Oversight												\$0.00
2.8.C - Project Set Up												\$0.00
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>Total - 2 Preliminary Engineering Phase</b>	<b>180</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$93.60</b>



3 - Environmental Engineering Phase										
<b>3.3 - Stage2</b>										
<b>3.3.A - Roadway</b>										
3.3.AA - Title Sheet										\$0.00
3.3.AC - General Notes										\$0.00
3.3.AD - Typical Sections										\$0.00
3.3.AE- Plan and Profile - Mainline										\$0.00
3.3.AH - Cross Sections										\$0.00
<b>3.3.C - Traffic Control</b>										
3.3.C.B - Signing Plan										\$0.00
<b>3.3.E - Maintenance of Traffic</b>										
3.3.E.A - MOT General Notes										\$0.00
<b>3.3.I - Bridge Plans</b>										
3.3.IA Bridge Plans										\$0.00
3.3.IB Structure Rating										\$0.00
<b>TOTAL 3.3 - Stage2</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>Total - 3 Environmental Engineering Phase</b>	0	0	0	0	0	0	0	0	0	\$0.00
4 - Final Engineering and RW Phase										
<b>4.2 - Stage 3 Detailed Design Plans</b>										
<b>4.2.A - Quantities and Notes</b>										
4.2.AM - General Summary Sheet										\$0.00
4.2.AN - Bridge Estimated Quantities Sheet										\$0.00
4.2.AO - Reinforcing Steel Schedule										\$0.00
4.2.AP - General Notes										\$0.00
4.2.AS - Bridge General Notes										\$0.00
<b>4.2.C - Signing Plans</b>										
4.2.C.A - Signing Plans										\$0.00
<b>TOTAL 4.2 - Stage 3 Detailed Design Plans</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>4.3 - Prepare Cost Estimates and Revise Milestone</b>										
4.3.A - Roadway/Interchange Costs										\$0.00
4.3.C - Structures Costs										\$0.00
<b>TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>4.4 - Final Plan Package</b>										
4.4.A - Submission of Final Tracings and Documentation										\$0.00
<b>4.4 - Final Plan Package</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>4.5 - Project Management for Final Engineering and Right of Way</b>										
4.5.A - Meetings										\$0.00
4.5.B - General Oversight										\$0.00
<b>TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL - Final Engineering Phase</b>	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL AUTHORIZED PARTS</b>	180	0	0	0	0	0	0	0	0	\$93.60
IF-AUTHORIZED TASKS:										
(1) Provide ex RW, Proposed RW & temp, and staking - per parcel	60									\$31.20
(2) Dedication Plat or Survey Record - per parcel	60									
(3) Perpetual Easement and Exhibit - per parcel										\$0.00
<b>TOTAL AUTHORIZED PARTS</b>	120	0	0	0	0	0	0	0	0	\$31.20
<b>GRAND TOTAL</b>	300	0	0	0	0	0	0	0	0	\$124.80



> **LISTING OF SUBCONSULTANTS**

SUBCONSULTANT	WORK CATEGORY	TOTAL AMOUNT PROPOSED
Stantec	Geotechnical Field Investigations and Engineering Support	\$14,337 (baseline) \$1,825 (if-authorized)





## PROJECT SCHEDULE

The following schedule is based on a May 1, 2020 authorization to proceed.

STAGE REVIEW SUBMITTALS	DURATION	SCHEDULED SUBMITTAL
Authorization to Proceed		5/1/2020
Field Survey completed	4 weeks	6/1/2020
Abbreviated Structure Type Study for Bridge #134-3.76	4 weeks	7/1/2020
WCEO Completes the review of the Abbreviated STS for Bridge #134-3.76	2 weeks	7/14/2020
Phase A – Preliminary Design for Bridge #134-3.76 & #52-4.02	8 weeks	9/14/2020
WCEO Completes the review of Phase A – Preliminary Design for Bridge #134-3.76 & #52-4.02	4 weeks	10/14/2020
Phase B – Final Design for Bridge #134-3.76 & #52-4.02	4 months	2/14/2021
WCEO Completes the review of Phase B – Final Design for Bridge #134-3.76 & #52-4.02	4 weeks	3/14/2021
Final Construction Plans	4 weeks	4/14/2021

### KEY DATES

Kick-off meeting – No later than the week of May 11, 2020.

The above schedule is tentative and will be coordinated with the WCEO after authorization to proceed.





**APPENDIX A –  
SCOPE OF SERVICES**

**Project Narrative**

## **> PROJECT NARRATIVE**

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**Project name:** Township Line Road Bridge #134-3.76 Replacement and Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation

**Client name:** Warren County Engineer's Office

**Date:** March 13, 2020

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

### **PROJECT SCOPE OF SERVICES**

We have based our scope of services upon our review of the Scope of Service documents provided by Roy Henson on February 7, 2020 and the site visits by Dan Springer and Roy Henson on February 20, 2020. The purpose of these projects is to replace the Township Line Rd Bridge #134-3.76 and rehabilitate the Roachester-Cozaddale Rd Bridge #52-4.02.

#### **Civil engineering clarifications in addition to the provided Scope of Services**

- > 2.3.B.A Design Criteria – LJB will review the design criteria with Warren County. LJB will document design criteria for final design.
- > 2.3.C.C Hydraulically size all major storm sewer trunk lines – LJB will size the proposed storm pipes for the project (Township Line Rd Bridge #134-3.76 only).
- > 2.7.B.D Drainage Calculations – LJB will complete roadway drainage calculations to determine the appropriate means of drainage for the roadways and structures.

#### **Structural engineering clarifications in addition to the provided Scope of Services**

- > 2.7.E - Retaining Wall Plans – LJB will design and detail retaining walls, excluding structure wingwalls (Township Line Rd Bridge #134-3.76 only). This is presented as an 'if-authorized' item in the cost spreadsheets.
- > Township Line Rd Bridge #134-3.76 – per conversations with Roy Henson, we understand that the three-sided flat-top structure will be utilized in the construction plans for this project. We also understand that precast wingwalls and headwalls will be geometrically shown in the plans. Design or plan development for the reinforcing steel in the wingwalls will not be provided in the plans. LJB will provide the design and reinforcing steel for the foundations for the three-sided flat-top structure.
- > Roachester-Cozaddale Rd Bridge #52-4.02 – LJB will plan to provide a concrete facing to the east abutment. The proposed superstructure type will be composite prestressed concrete, adjacent box beam with a concrete deck. We will also try to reduce the box beam depth to minimize the approach roadway work limits.

#### **Surveying clarifications in addition to the provided Scope of Services**

- > Township Line Rd Bridge #134-3.76 – Field survey will be completed within the limits shown in the attached Survey Limits Map. This will be approximately 200-feet north of the bridge and 300-feet south of the bridge.

- > Roachester-Cozaddale Rd Bridge #52-4.02 – Field survey will be completed within the limits shown in the attached Survey Limits Map. This will be approximately 200-feet north of the bridge and 200-feet south of the bridge.
- > For both bridges, channel cross sections will be surveyed at the bridge fascia and 25 feet away from each fascia.
- > Per the Scope of Services, if-authorized R/W related tasks are included in the bottom of the fee spreadsheets.
- > Depiction of trees and large bushes are included in the baseline fees.

### **Project Management**

- > LJB will execute its Project Management Plan for Phase A and B. LJB's project manager will direct project activities in terms of scope, budget and work planning, schedule and staff assignments for these phases. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task also includes budgeting/billing activities throughout the duration of these phases.

### **PROJECT DELIVERABLES**

The deliverables for this project will include:

#### **Standards**

- > The deliverables for this project will follow ODOT L&D, BDM and CADD Engineering Manual standards (where practical), as well as the AASHTO Bridge Design Specifications. WCEO design and construction standards and preferences will be followed where applicable.

#### **Reports**

- > A surveyor's report will be electronic (PDF format) and included with the Stage 1 submittal. No hard copies are anticipated.
- > The Geotechnical Report for Township Line Road Bridge #134-3.76 Replacement will be submitted with Phase A deliverables.

#### **Plan sets**

- > Submittal of plan sets will follow the WCEO scope of services documents.

### **PROJECT CONSTRAINTS**

Township Line Road Bridge #134-3.76 Replacement – the rise of the vertical profile will be limited to approximately 5 feet. Per conversations with Roy Henson, we understand that the three-sided flat-top structure will be utilized in the construction plans for this project. We also understand that precast wingwalls and headwalls will be geometrically shown in the plans. Design or plan development for the reinforcing steel in the wingwalls will not be provided in the plans. LJB will provide the design and reinforcing steel for the foundations for the three-sided flat-top structure.

Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation – the existing abutments will be reused and the scope for the bridge rehabilitation will be a superstructure replacement. The new superstructure will consist of composite prestressed concrete box beams with a concrete deck. Minor vertical profile adjustments are anticipated. The east abutment wall will be faced with new concrete.

### **EXCLUSIONS**

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

- > Hydraulic analysis for either bridge
- > Retaining wall justification study for Township Line Road Bridge #134-3.76.
- > Structure type study or alternative evaluation for Township Line Road Bridge #134-3.76. Per conversations with Roy Henson, we understand that the three-sided flat-top structure will be utilized in the construction plans for this project
- > Airway/Highway clearance analysis for either bridge
- > Load rating for Township Line Road Bridge #134-3.76 Replacement
- > Ongoing services during construction
- > Pre-bid questions
- > Technical specifications for bid documents
- > Environmental permits for Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation
- > Waterway Permit (NWP PCN) or Ecological Survey for the NWP PCN on Township Line Road Bridge #134-3.76.
- > Township Line Rd Bridge #134-3.76 – we understand that precast wingwalls and headwalls will be geometrically shown in the plans. Design or plan development for the reinforcing steel in the wingwalls will not be provided in the plans.
- > Cost of permits



**APPENDIX A –  
SCOPE OF SERVICES**

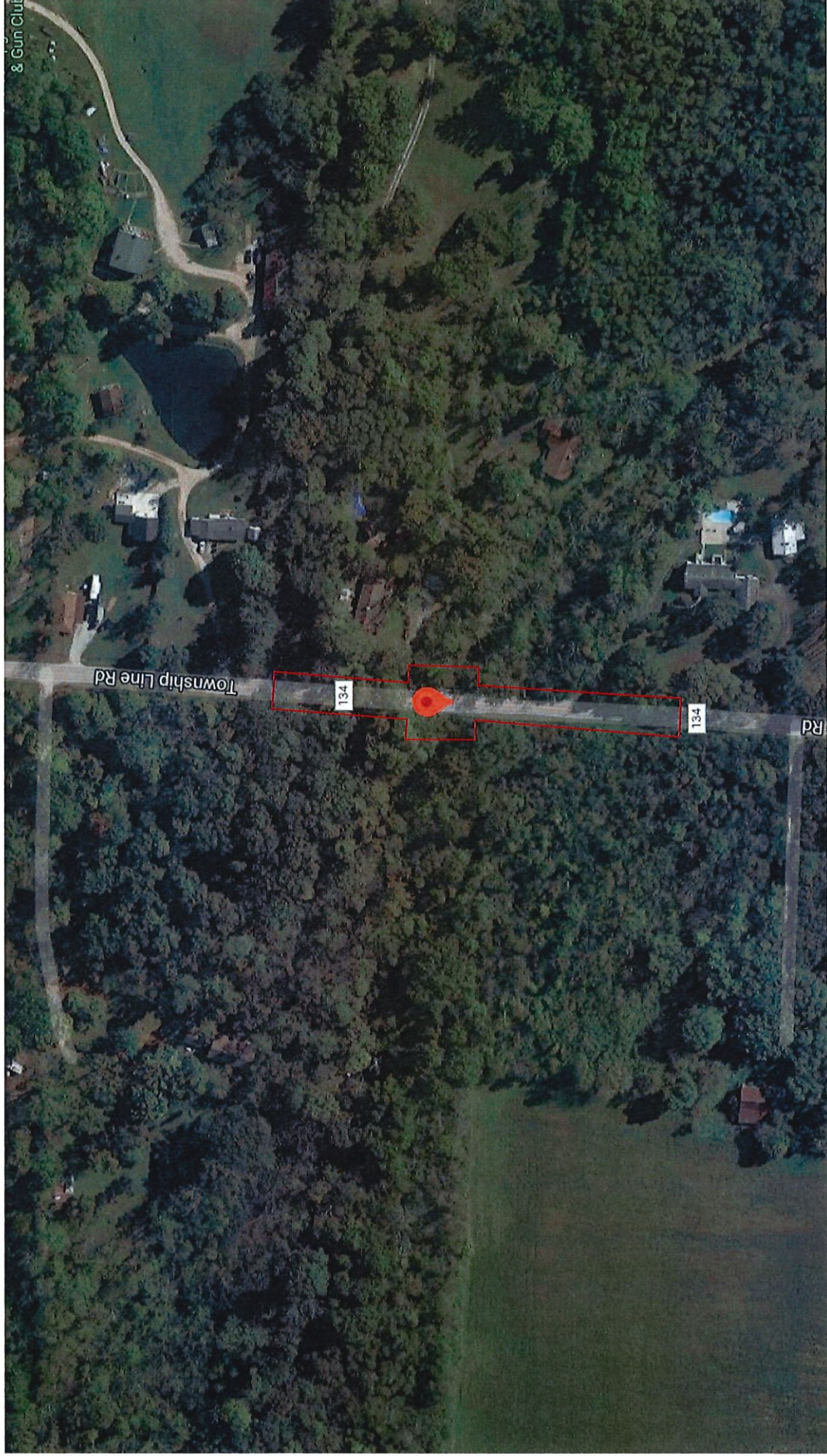
**Survey Limits Maps**

39°32'13.6"N 84°08'15.3"W - Google Maps

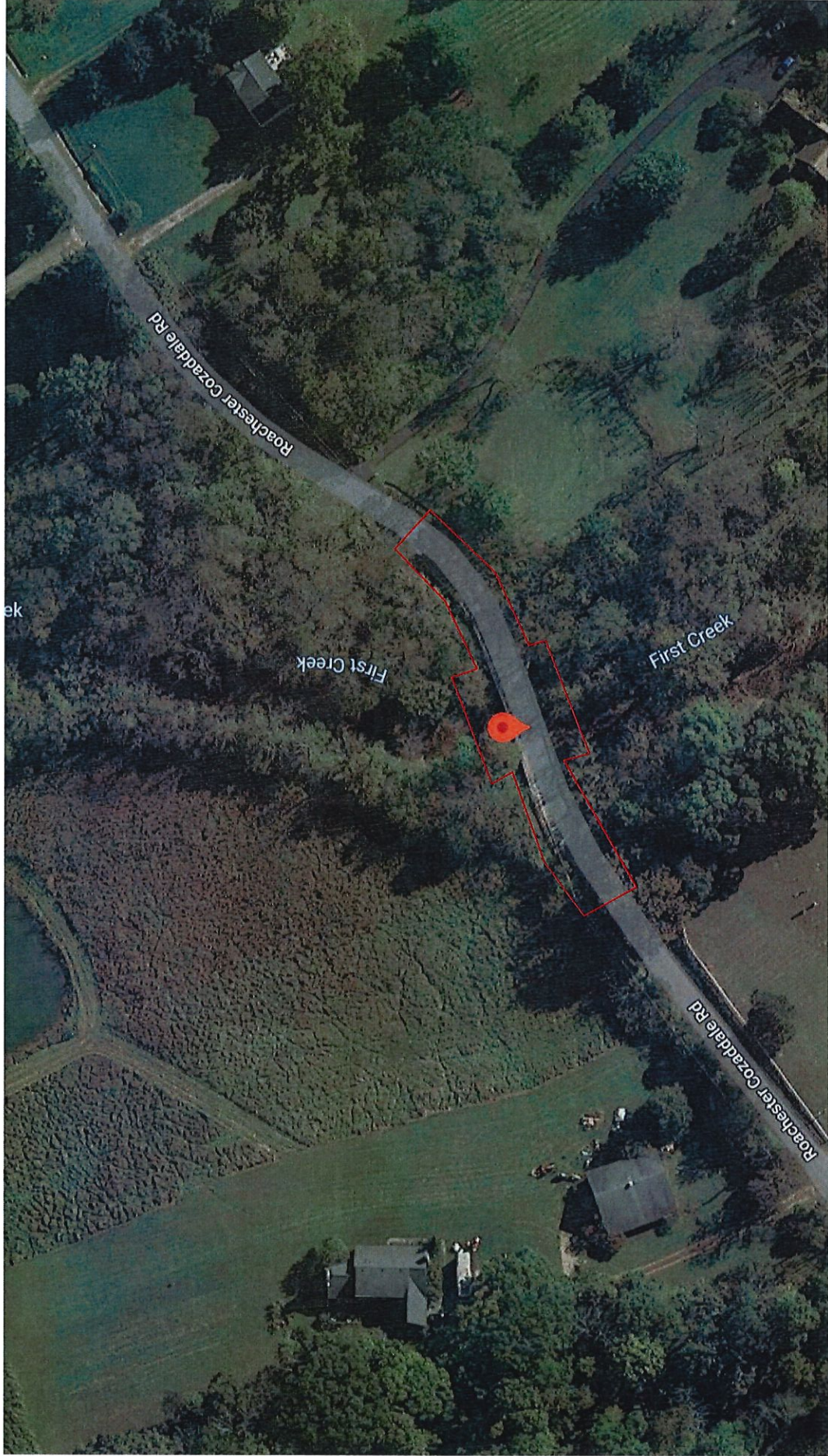
Township Line Road  
39.53710, -84.13759

Google Maps 39°32'13.6"N 84°08'15.3"W

Survey limits along the roadway, 300 feet to the south and 200 feet to the north.  
Survey limits along the stream - Cross section at the openings of the culvert and 25 feet upstream and downstream.



Survey along roadway 200 feet each end of the bridge.  
Survey channel cross sections at each side of bridge and 25 foot away from the bridge downstream and upstream.





**Appendix B – Subconsultant Proposals**



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

March 11, 2020  
File: 769099

**Attention: Mr. Daniel W. Springer, PE, PMP**  
LJB Inc.  
2500 Newmark Drive  
Miamisburg, Ohio 45342

**Reference: Cost Proposal - Geotechnical Exploration  
Township Line Road Bridge #134-3.76 Replacement  
Warren County, Ohio**

Dear Mr. Springer,

Stantec Consulting Services Inc. (Stantec) is pleased to submit a cost proposal for performing a geotechnical exploration at the referenced site. This letter contains the scope of services along with the attached cost estimate.

The Warren County Engineer's Scope of Services states that two borings should be advanced for the project, one on each side of Newman Run on opposite sides of the road to aid in the design of the foundation for the structure. The structure will likely consist of a three-sided flat-topped precast or a cast-in-place concrete structure bearing on bedrock, the surface of which is likely present near the elevation of the stream bed.

The borings will be advanced either within the pavement of Township Line Road or just off the pavement with a truck-mounted drill rig. The approximate locations of the borings are shown on an attached site plan. Boring locations will be cleared for utilities by the Ohio 811 (OUPS) service. The soil for each boring will be sampled at 2.5-foot intervals to bedrock. An approximate depth to bedrock of 20 feet was assumed. A drill rig equipped with an automatic hammer, calibrated to provide  $N_{60}$  values for Standard Penetration Tests (SPTs) will advance the borings. The boreholes will be checked during drilling and after completion for the presence of groundwater. It was assumed that rock coring will be performed for approximately ten feet using NQ-size rock coring equipment. The boreholes will be backfilled with auger cuttings with the surface being repaired with asphalt cold patch. It was assumed that the locations of the borings will be collected by the LJB surveyors and provided to Stantec. A table showing details of the proposed sampling and coring is attached.

March 11, 2020  
Mr. Daniel W. Springer, PE, PMP  
Page 2 of 2

**Reference:** Cost Proposal – Geotechnical Exploration  
Township Line Road Bridge #134-3.76 Replacement  
Warren County, Ohio

Laboratory testing consisting of water contents, soil classifications, and unconfined compression tests on bedrock will be performed. Stantec will prepare a geotechnical report with recommendations for the design and construction of spread footings on bedrock. If spread footings are not the recommended foundation, Stantec will provide recommendations for a drilled shaft foundation system bearing in bedrock. This will be performed on an “if authorized” basis. Geotechnical sheets will be prepared for inclusion into the construction plans.

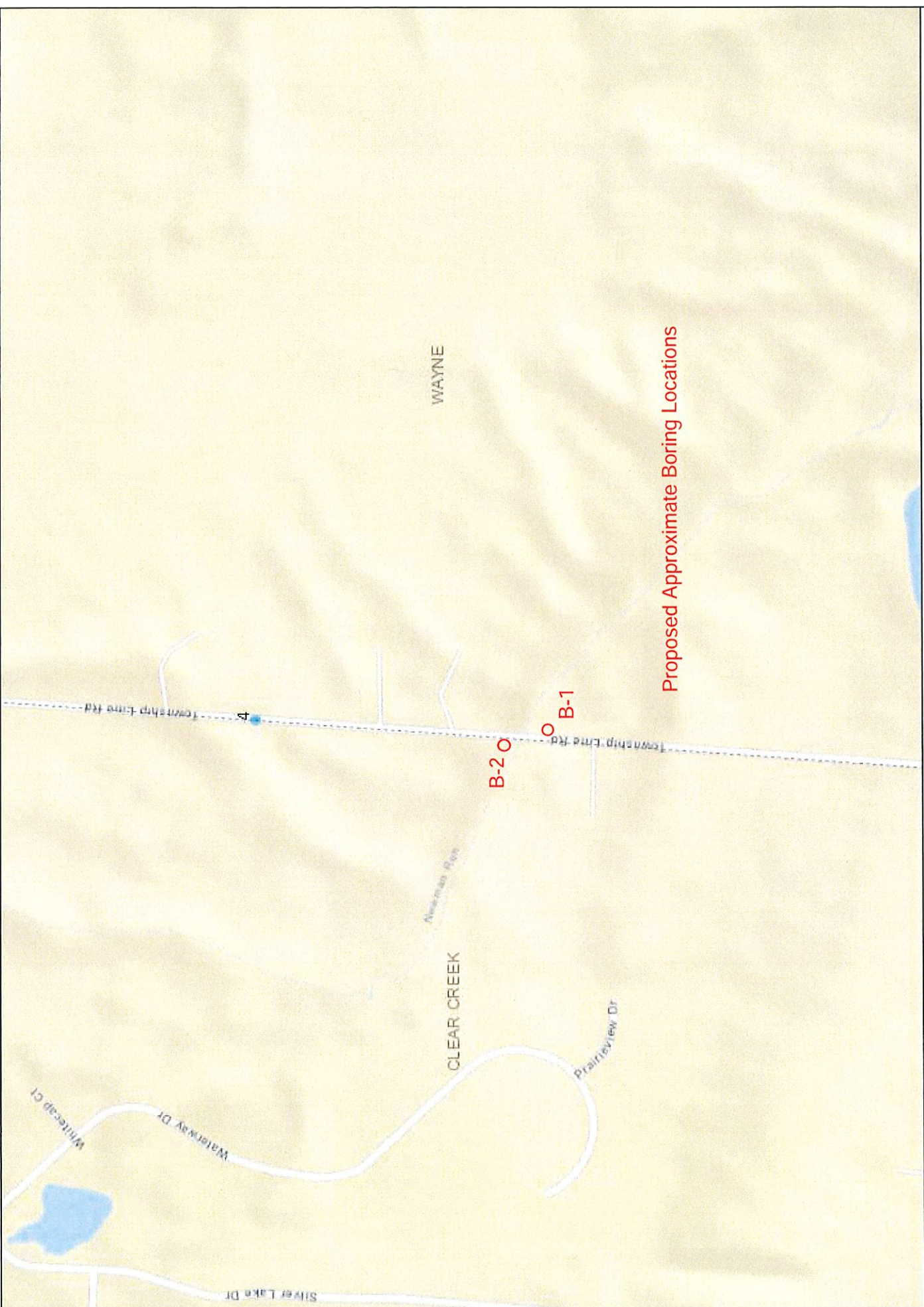
The estimated cost to perform the work as described is \$14,337, with an “if authorized” amount of \$1,825. A detailed cost estimate is attached.

**Stantec Consulting Services Inc.**



**Eric M. Kistner** PE  
Principal  
Phone: 513 842 8213  
Eric.Kistner@stantec.com

Attachment: Boring Location Plan, Boring Summary Table, Cost Estimate  
c. Stan Harris - Stantec



Proposed Approximate Boring Locations

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**Summary of Borings**  
**Township Line Road Bridge #134-3.76 Replacement**  
**Geotechnical Exploration**  
**Proposed Boring Plan**

Boring ID	Approximate Station	Approximate Offset	Estimated Soil Drilling (feet)	Continuous Sampling (feet)	2.5-Foot Sampling (feet)	5-Foot Sampling (feet)	No Sampling (feet)	Rock Coring (feet)	Pavement Coring (feet)	Borehole Sealing	Undisturbed Samples	Boring Type
B-1	TBD	TBD	20		20			10			2	Structure
B-2	TBD	TBD	20		20			10			2	Structure
<b>Totals</b>			<b>40</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>4</b>	
			<b>Est. Samples</b>	<b>16</b>								

**COST ESTIMATE**  
**Geotechnical Exploration**  
**Township Line Road Bridge #134-3.76 Replacement**  
**Warren County, Ohio**

	Quantity	Unit	Rate	Cost	Sub Total	ASSUMPTIONS
<b>A. PM/Coordination</b>						
1	4	hrs @	\$115.00	\$460.00		utility locates, safety planning
2	4	hrs @	\$175.00	\$700.00		coordinating traffic control, misc. project management
				<b>Sub-Total</b>	<b>\$1,160.00</b>	
<b>B. Site Reconnaissance</b>						
1	4	hrs @	\$115.00	\$460.00		site visit, boring staking
2	4	hrs @	\$175.00	\$700.00		site visit, boring staking
				<b>Sub-Total</b>	<b>\$1,160.00</b>	
<b>C. Drilling</b>						
1	70	mi. @	\$3.50	\$245.00		
2	70	mi. @	\$1.25	\$87.50		
3	2	hrs @	\$135.00	\$270.00		
4	20	hrs @	\$115.00	\$2,300.00		
5	40	lf. @	\$15.00	\$600.00		2 borings, 20 feet of soil sampling each assumed
6	16	each @	\$25.00	\$400.00		2.5-foot sampling
7	2	each @	\$250.00	\$500.00		
8	20	lf. @	\$50.00	\$1,000.00		10 feet of coring in each boring
				<b>Sub-Total</b>	<b>\$5,402.50</b>	
<b>D. Laboratory Testing</b>						
1	16	each @	\$9.50	\$152.00		
2	4	each @	\$70.00	\$280.00		
3	4	each @	\$95.00	\$380.00		
4	2	each @	\$160.00	\$320.00		
				<b>Sub-Total</b>	<b>\$1,132.00</b>	
<b>E. Reporting</b>						
1	16	hrs @	\$80.00	\$1,280.00		geotechnical sheets
2	16	hrs @	\$115.00	\$1,840.00		prepare geotechnical report
3	8	hrs @	\$150.00	\$1,200.00		bearing capacity analysis
4	4	hrs @	\$175.00	\$700.00		review, coordination
5	1	hrs @	\$275.00	\$275.00		review
				<b>Sub-Total</b>	<b>\$5,295.00</b>	
<b>F. Reimbursable / Direct Costs</b>						
1	1	lump @	\$30.00	\$30.00		pavement repair
2	210	mi. @	\$0.75	\$157.50		mileage, 3 round-trips to site for boring staking and drilling observation
				<b>Sub-Total</b>	<b>\$187.50</b>	
			<b>ESTIMATED TOTAL</b>		<b>\$14,337.00</b>	
<b>If Authorized - Drilled Shaft Analysis</b>						
1	8	hrs @	\$150.00	\$1,200.00		drilled shaft capacity analysis, reporting
2	2	hrs @	\$175.00	\$350.00		review
3	1	hrs @	\$275.00	\$275.00		review
			<b>TOTAL</b>	<b>\$1,825.00</b>		<b>(If Authorized - Drilled Shaft Analysis)</b>

# Resolution

Number 20-0548

Adopted Date April 14, 2020

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH IBI GROUP  
ENGINEERING SERVICES (USA) INC. ON BEHALF OF THE WARREN COUNTY  
ENGINEER'S OFFICE

BE IT RESOLVED, to authorize the County Administrator to enter into an engineering service contract with IGI Group Engineering Services (USA) Inc., 23 Triangle Park Drive, Cincinnati, OH 45246 for engineering services for the Mason Morrow Millgrove Road (Pike Street) Bridge #38-3.73 Rehabilitation Project, as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of April 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—IBI Group Engineering Services (USA) Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT  
FOR  
MASON-MORROW-MILLGROVE ROAD (PIKE STREET)  
BRIDGE #38-3.73 REHABILITATION PROJECT**

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 IBI Group Engineering Services (USA), Inc., 23 Triangle Park Drive, Cincinnati, Ohio 45246, 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 rehabilitate Mason-Morrow-Millgrove Road (Pike Street) Bridge #38-3.73 over Dry Run by replacing the existing superstructure and improving the roadway approaches at the 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 rehabilitate Mason-Morrow-Millgrove Road (Pike Street) Bridge #38-3.73 in order to improve the safety of the bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated March 3, 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 Preliminary Design Phase**

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

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure type.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.



- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

### **1.3 Final Design Phase**

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

- 1.3.1 On the basis of the accepted preliminary 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."
- 1.3.2 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.
- 1.3.3 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 made 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 Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase 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."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase 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.
- 4.5 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 Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 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.
- 4.7 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 rehabilitation of Mason-Morrow-Millgrove Road (Pike Street) Bridge #38-3.73 over Dry Run, for a base fee of \$79,212.00 and a not-to-exceed fee of \$7,900.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$87,112.00.

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 sixty 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 seven days' written notice by certified mail, return receipt requested, and by either party upon seven 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	Warren County Engineer's Office
Attn: Tiffany Zindel, County Administrator	Attn: Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3301

IBI Group Engineering Services (USA), Inc.  
Attn: Steve Butler, P.E.  
23 Triangle Park Drive  
Cincinnati, Ohio 45246  
Ph. 513-942-3141

**6.12 Insurance**

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$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 Construction Drawing 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.

**SECTION 10 – EXECUTION**

**ENGINEER :**

IN EXECUTION WHEREOF, IBI Group Engineering Services (USA), Inc. has caused this Agreement to be executed on the date stated below by Jeff Koehn, its Principal, pursuant to a corporate Resolution authorizing such act.

**IBI GROUP ENGINEERING SERVICES (USA), INC.**

SIGNATURE: Stevan Butler Jeff Koehn  
PRINTED NAME: Stevan Butler Jeff Koehn  
TITLE: Associate Manager Principal  
DATE: 2020-03-18 2020-03-18



**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 Tiffany Zindel, its County Admin. on the date stated below, pursuant to Resolution No. 20-0548 dated 4-14-2020.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Tiffany Zindel*

Tiffany Zindel

County Administrator

4-14-2020

**RECOMMENDED BY:**

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

By: \_\_\_\_\_

*Neil F. Tunison*

Neil F. Tunison, P.E., P.S.

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_

*David P. Fornshell*

Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

I, Thomas, J. Lauble, holding the title and position of CAO at the firm LJB 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.

Thomas J. Lauble  
AFFIANT

Subscribed and sworn to before me this 17<sup>th</sup> day of March 20 20

Jennifer Catallo  
(Notary Public),

Montgomery County.

My commission expires December 23 20 20

JENNIFER CATALLO, Notary Public  
In and for the State of Ohio  
My Commission Expires Dec. 23, 2020

# **EXHIBIT 1**

**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Mason-Morrow-Millgrove Road (Pike Street) Bridge #38-3.73 Rehabilitation Project

**Project Description:** Bridge design for rehabilitation of the structure by replacing the bridge superstructure.

**Signatures on Title Sheet:** Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

**2. PROJECT LIMITS**

**Length Approximately:** Mason-Morrow-Millgrove Road (Pike Street) Bridge #38-3.73 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

**Additional Information:** N/A

**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

**Construction:** Warren County Engineer’s Office, Possibly the Village of South Lebanon, Possible other funding such as OPWC or CDBG (unknown at this time)

**5. WORK PHASES INCLUDED IN AGREEMENT**

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

**6. PLAN SCALES**

PLAN	<u>1” = 20’</u>	
PROFILE	<u>Hor. 1” = 20’</u>	<u>Vert. 1” = 5’</u>
CROSS SECTIONS	<u>Hor. 1” = 5’</u>	<u>Vert. 1” = 5’</u>

**7. JOURNALIZED SPEED LIMIT**

Road Name: Mason-Morrow-Millgrove Road (Pike Street) - 25 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

Remarks: Mason-Morrow-Millgrove Road (Pike Street) will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 11 feet

N/A inches of Item 304

10" inches of Item 301 PG64-22

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

Underdrains: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Curbs: YES X NO \_\_\_\_\_

Type: Type 3 Combination Curb and Gutter (2 ft width)

Sidewalk: YES X NO \_\_\_\_\_ (4 ft width)

Median: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Guardrail: YES X NO \_\_\_\_\_ Type MGS Anchor Type T if room is available

Clear Zone Grading: YES \_\_\_\_\_ X NO \_\_\_\_\_

Fencing: YES \_\_\_\_\_ NO X

Lighting: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

The existing alignment of Mason-Morrow-Millgrove Road (Pike Street) shall be maintained.

**10. PROFILE**

Modify profile as needed based on the new superstructure.

11. SIGNING: YES X (possible) NO \_\_\_\_\_

Remarks: Salvage and reuse existing signs if in good condition. Replace if necessary.

12. SIGNALS: YES \_\_\_\_\_ NO X

Warrants: YES \_\_\_\_\_ NO X

13. STRIPING: YES  NO

Type 642 Traffic Paint, Type 1 (Asphalt) and 646 Epoxy (Concrete Deck)

14. DELINEATION

Delineators: YES  NO

RPMs: YES  NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface  Closed

Proposed: Surface  Closed

Remarks: \_\_\_\_\_

Storm Water Pollution Prevention Plan: YES

NO  (less than 1 acre disturbed)

Flood Plain Study Required: YES  NO  (if beam seat elevations are maintained)

Channel Change Study Required: YES  NO

Flood Hazard Evaluation: YES  NO

Risk Analysis: YES  NO

Environmental: Since the project is a rehabilitation of the bridge, there is no plan for Federal Funding for the project, and there will not be any in stream work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: \_\_\_\_\_

16. BRIDGE CROSSINGS

Number of Bridges: (1) Mason-Morrow-Millgrove Road (Pike Street) over Dry Run, Bridge #38-3.73

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

Loading: HL93

Bridge Width (face to face of rails): 32' existing - 35' proposed

Bridge Typical Section: (2) 11' lanes, (2) 4' shoulders, (1) 5' walk, (2) 1' parapets

Bridge Rail: YES  NO  Type Concrete Parapet with TST

Interchanges: None

Cross Roads: Possibly High Street to the East

**Streams:** Dry Run

**Culverts:** YES  X  NO

**Remarks:** \_\_\_\_\_

**Alternates Required:** YES \_\_\_\_\_ NO

**Railroads:** None

**Railroad Location Plan:** YES \_\_\_\_\_ NO

**Pedestrian:** 5 foot sidewalk on right side of the bridge

**Mass Transit:** None

**Remarks:** Consultant to evaluate if a 35 ft (face to face of rails) composite concrete box beam superstructure can be utilized on the existing substructure.

**17. Bikeways:** YES \_\_\_\_\_ NO

**Railroads:** YES \_\_\_\_\_ NO

**Mass Transit:** YES \_\_\_\_\_ NO

**Service Roads:** YES \_\_\_\_\_ NO

**18. RETAINING/NOISE WALLS:**

**Number of Retaining Walls:** Unknown at this time

**Type of Retaining Walls:** \_\_\_\_\_ Consultant to Recommend

**Noise Walls:** YES \_\_\_\_\_ NO

**19. MAINTENANCE OF TRAFFIC**

**Maintenance of Traffic:** Full closure of Mason-Morrow-Millgrove Road (Pike Street) shall be allowed.

**Maintenance of Pedestrian Traffic:** YES  NO \_\_\_\_\_

**Maintenance of Railroad Traffic:** YES \_\_\_\_\_ NO

**Detour Plan:** YES  NO \_\_\_\_\_

**Remarks:** The posted detour for the bridge closure shall utilize Main Street, Broadway Street, and High Street.

**21. UTILITIES:**

**Electric:** Duke Energy

**Gas:** Duke Energy

**Communication:** CenturyLink

**Cable:** Spectrum

**Water:** Warren County Water & Sewer & Greater Cincinnati Water Works

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.

**22. ESTIMATED QUANTITIES:** YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_  
Quantity Splits: YES \_\_\_\_\_ NO \_\_\_\_\_ X \_\_\_\_\_

**23. CONSTRUCTION COST ESTIMATE:** YES \_\_\_ X \_\_\_ NO \_\_\_\_\_

**24. 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 a Dedication Plat and a Survey Record 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) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.



Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	( )	
Side Road Profile	( )	
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	( )	
Drainage Survey	( )	Not required if bridge beam seat elevations are maintained
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	( )	
Geotechnical Boring Staking	( )	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 24 (1) above

**25. RIGHT-OF-WAY AND EASEMENTS:**

Professional Engineer

Property Map	( )	
Centerline Plat	( )	
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	( )	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	( )	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>
Exhibits for each Legal Description	(X)	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 #24 (2)

Approximate Number of Property Owners 0-4

Remarks: Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 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.

**26. TRAFFIC DATA:**

State \_\_\_\_\_ County \_\_\_\_\_ X Professional Engineer \_\_\_\_\_

Remarks: This section of Mason-Morrow-Millgrove Road (Pike Street) has an ADT of approximately 6,300 vpd.

**27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:**

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ Other \_\_\_\_\_

Remarks: Not required since utilizing existing concrete abutments.

**28. PRIOR STUDIES:**

None

**29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

30. Engineering Agreement will be an itemized contract.

31. 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.
32. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
33. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
34. 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 items 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.

35. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) 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**.

36. 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).

37. 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.

38. 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.

39. 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.

40. 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 and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

41. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

42. 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: IBI Group  
Address: 23 Triangle Park Drive, Suite 2300  
Cincinnati, Ohio 45246  
Phone: (513) 942-3141

**EXHIBIT 2**



**IBI GROUP**  
23 Triangle Park Drive  
Cincinnati, Ohio 45246  
tel 513 942 3141  
[ibigroup.com](http://ibigroup.com)

## Consulting Services Agreement

March 3, 2020

Warren County Engineer's Office  
210 W. Main Street  
Lebanon, OH 45036

Attention: Mr. Roy Henson, PE, PS

Dear Mr. Henson:

### **MASON-MORROW-MILLGROVE ROAD (PIKE STREET) BRIDGE #38-3.73 REHABILITATION PROJECT**

Further to our recent discussions, we are pleased to provide you (the "Client") with this Agreement for engineering design services for your bridge superstructure replacement project based on the information set out below.

**IBI Group Engineering Services (USA), Inc.** ("IBI" or the "Consultant"), is a global team of dedicated and experienced architects, engineers, planners, designers, and technology professionals who share a common desire – to help our clients create liveable, sustainable and advanced urban environments. Since our founding in 1974, we have contributed to the success of our clients across six continents, from our 65 offices worldwide.

#### **1. Our Services**

In support of your project, IBI will provide you with the following services and deliverables (collectively, the "Services"):

The scope for this project has been provided by the Warren County Engineer's Office and is included as Exhibit B of this proposal.

Assumptions made include:

1. No phased construction details will be required as a detour will be utilized during construction.
2. No geotechnical work will need to be performed by the consultant.
3. No environmental work will need to be performed by the consultant.
4. Minimal utility coordination will be required from the consultant.
5. It is assumed that there will be no more than 1 meeting per submittal.

#### **2. Your Schedule**

Our Services will be delivered to you on the following schedule (the "Schedule"):

Phase A Submittal: 5 Months from Date of Authorization

Phase B Submittal: 5 Months from Receipt of Phase A Submittal Comments

This proposed schedule shown is tentative and can be adjusted as necessary to meet the demands of the County.

### 3. Payment

Based on the Schedule and the Services you will pay us on the following basis:

Lump Sum: you agree to pay IBI a fixed lump sum in the amount of \$79,212.00. See Exhibit C for additional information.

Potential "If Authorized" Items Include:

1: Provide Right-of-Way (Existing, Proposed Permanent, and Proposed Temporary) Staking = \$750.00 for the 1<sup>st</sup> Parcel; and \$250.00 / Parcel for additional Parcels

2: Dedication Plat and Survey Record including setting new Property Corners and Monuments: \$1,500.00 for the 1<sup>st</sup> Parcel; and \$500.00 / Parcel for additional Parcels

3: Legal Description: \$250.00 / legal description

4: Exhibits for Legal Description: \$600.00 / exhibit

We invoice for payment on a monthly basis. Thereafter, payment is due within thirty (30) days of your receipt of our invoice.

### 4. Designated Representatives:

**IBI Group:**

Steven Butler, P.E.  
23 Triangle Park Drive  
Cincinnati, OH 45246  
Phone: 513-972-3141 ext. 51915  
Email: [steven.butler@ibigroup.com](mailto:steven.butler@ibigroup.com)

**Warren County Engineer's Office:**

Mr. Roy Henson, PE, PS  
210 W. Main Street  
Lebanon, OH 45036  
Phone: 513-695-3310  
Email: [roy.henson@co.warren.oh.us](mailto:roy.henson@co.warren.oh.us)





**COST OF SERVICES SCHEDULE – EXHIBIT A**

**HOURLY PERSONNEL RATES – EFFECTIVE FEBRUARY 1, 2019**

<b><u>ITEM</u></b>	<b><u>RATE</u></b>	<b><u>ITEM</u></b>	<b><u>RATE</u></b>
ADMIN ASSISTANT 1	\$58.00/HR.	INSTRUMENT OPERATOR	\$65.00/HR.
ADMIN ASSISTANT 2	\$85.00/HR.	PRINCIPAL 1	\$225.00/HR.
CADD OPERATOR 1	\$60.00/HR.	PROFESSIONAL	\$85.00/HR.
CADD OPERATOR 2	\$75.00/HR.	PROJECT DIRECTOR	\$190.00/HR.
CONSTRUCTION COORDINATOR	\$90.00/HR.	PROFESSIONAL SURVEYOR	\$115.00/HR.
CONSTRUCTION TECH 1	\$65.00/HR.	PROJECT MANAGER 1	\$125.00/HR.
CONSTRUCTION TECH 2	\$75.00/HR.	PROJECT MANAGER 2	\$130.00/HR.
CREW CHIEF	\$80.00/HR.	PROJECT MANAGER 4	\$155.00/HR.
DESIGN ENGINEER 1	\$85.00/HR.	SENIOR PROFESSIONAL	\$110.00/HR.
DESIGN ENGINEER 2	\$100.00/HR.	SENIOR TECHNICAL STAFF	\$145.00/HR.
DESIGN ENGINEER 3	\$120.00/HR.	STUDENT 1	\$60.00/HR.
DESIGNER/TECHNICIAN 1	\$85.00/HR.	STRUCTURAL ENGINEER 1	\$125.00/HR.
DESIGNER/TECHNICIAN 2	\$95.00/HR.	STRUCTURAL ENGINEER 3	\$145.00/HR.
ENGINEER 3	\$120.00/HR.	SURVEY CREW – GPS CREW	\$165.00/HR.
		SURVEY CREW – 3 MAN CREW	\$150.00/HR.
		SURVEY CREW – 2 MAN CREW	\$145.00/HR.

**DIRECT REIMBURSABLE EXPENSES:**

Direct reimbursable expenses are actual expenditures incurred by the consultant and associated employees in the interest of the project. These expenses are invoiced at actual cost plus 15% mark up.

TRAVEL AND SUBSISTENCE	Transportation and living expenses when traveling in connection with the project. (Mileage 58 cents/mile; \$70/per diem)
POSTAGE/DELIVERIES	FedEx, courier, postage, etc.
REPRODUCTIONS	Blueprinting and specifications.
PERMITS	Fees paid for securing approval of authorities having jurisdiction over the project.
OTHER	Other direct out-of-pocket expenses related to the project.
CONSTRUCTION STAKES	When staking for construction only – included in fees for general survey work

*\*Our fees are reviewed semi-annually and are subject to change.*

# EXHIBIT C

## COST SUMMARY

PRIME CONSULTANT:

IBI Group

2020-02-28

PROJECT: Mason-Morrow-Millgrove Road (Pike Street) Bridge #38-3.73

TASK	Number of Sheets	Project Director	Project Manager	Senior Structural Engineer	Structural Engineer	Design Engineer	Technician	Professional Surveyor	2 Man Survey Crew	Admin. Assistant	Subcontract Cost	Total
<b>Field Work</b>												
Property Owner Notification Letters	0	0	0	0	0	0	0	0	0	4	\$ -	\$232.00
Research and OUPS Call	0	0	0	0	0	0	0	5	0	0	\$ -	\$575.00
Field Survey	0	0	0	0	0	0	0	0	22	0	\$ -	\$3,190.00
Base Mapping and Boundary Resolution	0	0	0	0	0	0	0	15	0	0	\$ -	\$1,725.00
Bridge Field Review/Sign Inventory	0	0	0	6	6	0	0	0	0	0	\$ -	\$1,620.00
<b>Field Work</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>22</b>	<b>4</b>	<b>\$ -</b>	<b>\$ 7,342.00</b>
<b>Phase A Design</b>												
Title Sheet	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Schematic Plan	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway Typical Sections	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway Plan and Profile Sheets	1	0	0	0	0	6	6	0	0	0	\$ -	\$2,260.00
Structural Site Plan	1	0	0	4	8	0	8	0	0	0	\$ -	\$1,690.00
Transverse Section	1	0	0	0	8	0	8	0	0	0	\$ -	\$2,240.00
Construction Cost Estimate	0	0	2	4	8	4	0	0	0	0	\$ -	\$2,040.00
Phase A Design Decision Memorandum	0	0	2	4	8	2	0	0	0	0	\$ -	\$2,690.00
Utility Coordination	0	0	2	0	0	0	0	0	0	0	\$ -	\$1,040.00
Project Management	0	0	8	0	0	0	0	0	0	0	\$ -	\$260.00
Project Meeting (Assume 1 Meeting)	0	0	2	0	0	0	0	0	0	0	\$ -	\$ -
<b>Phase A Design</b>	<b>6</b>	<b>0</b>	<b>16</b>	<b>12</b>	<b>32</b>	<b>28</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 13,850.00</b>
<b>Phase B Design</b>												
Update Title Sheet	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Update Schematic Plan	1	0	0	0	0	4	4	0	0	0	\$ -	\$740.00
Update Roadway Typical Sections	1	0	0	0	0	2	2	0	0	0	\$ -	\$370.00
Roadway General Notes	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Maintenance of Traffic Notes	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway General Summary	1	0	0	0	0	8	8	0	0	0	\$ -	\$1,480.00
Update Roadway Plan and Profile Sheets	1	0	0	0	0	6	6	0	0	0	\$ -	\$1,110.00
Roadway Cross Sections	4	0	0	0	0	16	16	0	0	0	\$ -	\$2,960.00



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0549

Adopted Date April 14, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/7/20 and 4/9/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_

# Resolution

Number 20-0550

Adopted Date April 14, 2020

ACCEPT AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL  
APPROPRIATION FOR THE BOARD OF ELECTIONS CYBER SECURITY FUND 2209

WHEREAS, the Board of Elections has received federal dollars from the Help America Vote Act to use on upgrading their Cyber Security System; and

WHEREAS, in order to expend said funds an amended certificate and supplemental appropriation are necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate from the Warren County Budget Commission in the amount of \$7,020.40 and approve the following supplemental appropriation into Board of Elections Cyber Security Fund 2209:

Supplemental Appropriation

\$50,000.00 into 22091300-5317 (Non Capital Purchases)

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

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

Resolution adopted this 14th day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Amended Certificate file  
Supplemental App file  
Board of Elections (file)

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

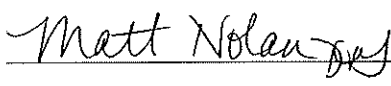
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, April 7, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
BOE Cybersecurity Upgrade	\$50,000.00		\$7,020.40	\$57,020.40
Fund 2209				
<b>TOTAL</b>	\$50,000.00	\$0.00	\$7,020.40	\$57,020.40

  
 \_\_\_\_\_ )  
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 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

AMEND 20 10  
Fund 2209 42900 +7,020.40

# Resolution

Number 20-0551

Adopted Date April 14, 2020

APPROVE CASH ADVANCE AND SUPPLEMENTAL APPROPRIATIONS IN TO  
FAIRGROUNDS FUND #4498

BE IT RESOLVED, to approve the following cash advance and supplemental appropriations:

Cash Advance

\$23,673.00 from 1101-45556 (Advance of Cash Out)  
into 4498-45555 (Cash Advance In)

Supplemental Appropriation

\$ 2,500.00 into BUDGET-BUDGET 44983740-5317 (Non-Capital Purchases)  
\$21,173.00 into BUDGET-BUDGET 44983740-5320 (Capital Purchases)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in  
fund 4498.

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

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

Resolution adopted this 14th day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Fairgrounds (file)  
Cash Advance file  
Supplemental App file.  
OMB

# Resolution

Number 20-0552

Adopted Date April 14, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION  
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within the Juvenile  
Detention fund #11012600:

\$ 2,000.00 from #11012600-5317 (Non Capital Purchase)  
into #11012600-5318 (Data Bd Approval Non Cap)

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Juvenile (file)



# Resolution

Number 20-0553

Adopted Date April 14, 2020

APPROVE A SUPPLEMENTAL APPROPRIATION INTO SERVICES FUND 2203

BE IT RESOLVED, to approve the following Supplemental Appropriation:

\$30,581.35 into 22035310 5400 (Non Capital Purchases)

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
Human Services (file)

# Resolution

Number 20-0554

Adopted Date April 14, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN AREA 12 WORKFORCE  
INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a  
vacation leave payout for Amy Pond:

\$8,655.00      from    #22385800-5102      (WIB Salaries)  
                         into    #22355800-5882      (WIB Vacation Payout)

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:    Auditor \_\_\_\_\_  
      Appropriation Adj. file  
      Workforce Investment Board (file)  
      OMB

# Resolution

Number 20-0555

Adopted Date April 14, 2020

## SELECTION OF AN ENGINEERING FIRM FOR THE WARREN COUNTY/CITY OF MIDDLETOWN NORTH VERITY PARKWAY INTERCONNECT

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution No. 20-0127 on January 21, 2020 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for the development of construction plans, specifications, and surveying services for the construction of waterline projects throughout the County; and

WHEREAS, on or before Friday, February 28, 2020 the Water & Sewer Department received nine sealed qualification submittals for the Warren County/City of Middletown North Verity Parkway Interconnect; and

WHEREAS, this Board on January 21, 2020 adopted Resolution 20-0128 that appointed a committee to review qualification submittals from engineering consulting companies and that the reviews have been completed by the committee; and

WHEREAS, the Water and Sewer Department requests authorization to begin negotiations with the top ranked engineering firm; and

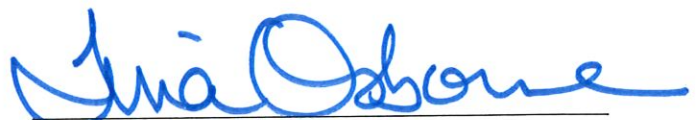
NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate negotiations with Stantec Consulting Services, Inc. for the respective engineering services.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project file

# Resolution

Number 20-0556

Adopted Date April 14, 2020

## SELECTION OF AN ENGINEERING FIRM FOR THE SOCIALVILLE TRANSMISSION MAIN PROJECT

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution No. 20-0127 on January 21, 2020 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for the development of construction plans, specifications, and surveying services for the construction of waterline projects throughout the County; and

WHEREAS, on or before Friday, February 28, 2020 the Water & Sewer Department received eight sealed qualification submittals for the Socialville Transmission Main project; and

WHEREAS, this Board on January 21, 2020 adopted Resolution 20-0128 that appointed a committee to review qualification submittals from engineering consulting companies and that the reviews have been completed by the committee; and

WHEREAS, the Water and Sewer Department requests authorization to begin negotiations with the top ranked engineering firm; and

NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate negotiations with the RA Consultants, LLC for the respective engineering services.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project file

# Resolution

Number 20-0557

Adopted Date April 14, 2020

## SELECTION OF AN ENGINEERING FIRM FOR THE STATE ROUTE 22 & 3 WATER LINE REPLACEMENT

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution No. 20-0127 on January 21, 2020 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for the development of construction plans, specifications, and surveying services for the construction of waterline projects throughout the County; and

WHEREAS, on or before Friday, February 28, 2020 the Water & Sewer Department received twelve sealed qualification submittals for the State Route 22 & 3 Water Line Replacement project; and

WHEREAS, this Board on January 21, 2020 adopted Resolution 20-0128 that appointed a committee to review qualification submittals from engineering consulting companies and that the reviews have been completed by the committee; and

WHEREAS, the Water and Sewer Department requests authorization to begin negotiations with the top ranked engineering firm; and

NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate negotiations with the Kleingers Group for the respective engineering services.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project file

# Resolution

Number 20-0558

Adopted Date April 14, 2020

APPROVE AND SIGN THE SUBMISSION OF SF-424, ASSURANCES AND CERTIFICATIONS AS THEY RELATE TO THE WARREN COUNTY 2019-2023 CONSOLIDATED PLAN AND FISCAL YEAR 2020 ANNUAL ACTION PLAN

WHEREAS, to be eligible to apply for Community Development Block Grant (CDBG) funds, the U.S. Department of Housing and Urban Development (HUD) requires each applicant to prepare and submit an SF-424, Assurances and Certifications as they relate to the Five-Year Consolidated Plan and an Annual Action Plan; and

WHEREAS, Warren County has completed the requirements for said Plans as set forth by the U.S. Department of Housing and Urban Development; and

NOW THEREFORE BE IT RESOLVED, to approve and sign the SF-424, Assurances and Certifications as they relate to the Warren County 2019-2023 Consolidated Plan and the Fiscal Year 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development; and

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 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OGA (file)  
HUD

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

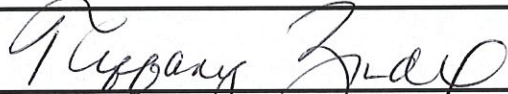
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	<del>President, WC BOCC</del> County Admin
APPLICANT ORGANIZATION	DATE SUBMITTED
Warren County Board of Commissioners	4.14.20



**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

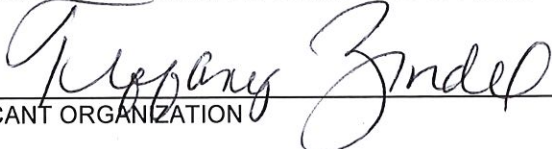
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>County Administrator</i>
APPLICANT ORGANIZATION	DATE SUBMITTED <i>4-14-20</i>

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing**--The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan**--It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying**--To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction**--The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan**--The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3**--It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

  
\_\_\_\_\_  
Signature of Authorized Official

4-14-20  
\_\_\_\_\_  
Date

County Administrator Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation**--It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan**--Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** --It is following a current consolidated plan that has been approved by HUD.

**Use of Funds**--It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available(see Optional CDBG Certification).
2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force**--It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws**--The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d) and the Fair Housing Act (42 U.S.C.3601-3619) and implementing regulations.

**Lead-Based Paint**--Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part35, Subparts A, B, J, K and R.

**Compliance with Laws**--It will comply with applicable laws.

  
\_\_\_\_\_  
Signature of Authorized Official

4-14-20  
Date

County Administrator Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0559

Adopted Date April 14, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 14<sup>th</sup> day of April 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners file



# REQUISITIONS

Department	Vendor Name
GRA	GREAT LAKES COMMUNITY ACTION PARTNERSHIP
ENG	IBI GROUP ENGINEERING SERVICES USA INC
ENG	LB INC
WAT	XYLEM WATER SOLUTIONS USA INC

Description	Amount
FY19 CDBG PROJECT -MORROW GIS	\$ 57,500.00
ENG SERV CONTRACT FOR MASON MORR MILLGR BRIDGE	\$ 87,112.00
ENG SERV CONTRACT FOR TWP LINE AND ROACH COZAD	\$ 180,070.00
FOSTERS REPLACEMENT FLYGT PUMP	\$ 99,804.05

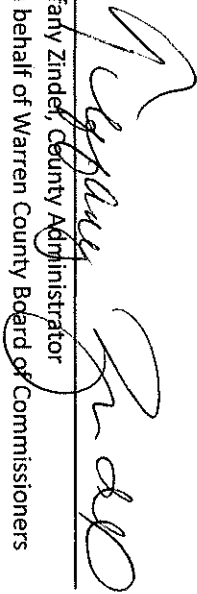
## PO CHANGE ORDER

TEL TRITECH SOFTWARE SYSTEMS

CAD UPGRADE-FULL SUITE

\$ 9,576.00 INCREASE

4/14/2020

  
 \_\_\_\_\_  
 Tiffany Zindel, County Administrator  
 on behalf of Warren County Board of Commissioners