

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 10, 2024 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

1. COUNCIL-MANAGER BRIEFING

A. None

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

Councilmember Tim Meyers

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

a. Fire Department Oath of Office

Battalion Chief Neal Ressler

Fire Captains Jon Krueckeberg, Mike Weiss and Gabriel Owens

Fire Apparatus Operators Scott Goller, Kenneth Fraser, Brent Gerrity, Matthew Brown,
Joseph Guggenbiller, Robert Lance, Scott Colvin, Richard Benney and Brian Lockaby

b. Flavors of Fairfield Recap

8. CITIZEN COMMENTS

9. COUNCIL REPORTS

10. PUBLIC HEARING(S)

None.

11. APPROVAL OF MINUTES

- a. Regular Meeting held May 28, 2024

12. OLD BUSINESS

None.

13. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES

City Manager Scott Timmer - Report

Councilmember Matt Davidson

1. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01 (B)(2), the City of Fairfield, Ohio, Zoning Map by approving the concept and final development plan for the Wawa Planned Unit Development.
 - Legislation - First Reading
 - Set Public Hearing Date - July 8, 2024

B. PARKS, RECREATION AND ENVIRONMENT

City Manager Scott Timmer - Report

Councilmember Leslie Besl

1. Ordinance to authorize the City Manager to execute a contract with Von Euw Tetrault for final engineering and design of Lower Harbin Park Area and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

C. PUBLIC WORKS

City Manager Scott Timmer - Report

Councilmember Adam Kraft

1. Ordinance to authorize the City Manager to execute a contract with Choice One Engineering for the design of the Pleasant Avenue Multiuse Trail and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

D. FINANCE & BUDGET

City Manager Scott Timmer - Report

Councilmember Gwen Brill

1. Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”
Contractual Appropriations: \$135,000 for final engineering for lower Harbin Park area; \$440,000 for engineering for Pleasant Avenue multi-use trail.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”
Non-Contractual Appropriations: \$10,000 for geotechnical and testing services; \$4,600 for Public Utilities vehicle equipment; \$13,767 for replacement Formax FD 2050 folding/sealing machine; \$41,778 for replacement traffic control cabinets; \$7,600 for Wastewater Division instrumentation replacement; \$17,864 for Water Division Well 7 emergency repairs.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

14. MEETING SCHEDULE

- A. Monday, July 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, August 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, September 9 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

15. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

16. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
May 28, 2024**

Council-Manager Briefing

Cannabis Legislative Update

Vice Mayor Brill called the briefing to order at 6:00 PM. Councilmembers present: Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Greg Kathman, Steve Wolterman, Alisha Wilson, Steve Maynard, Ben Mann, Carol Mayhall, Laurie Murphy, Chris Hacker, Erin Lynn, Mandi Brock, Tom Lakamp and Adam Sackenheim.

Development Services Director Kathman presented an update on cannabis legislation in the State. Council and staff discussed next steps and Council requested more information from staff regarding potential options for the City to consider. See attached slides.

Business Meeting Call to Order

Vice Mayor Brill called the meeting to order at 7:10 PM.

Prayer/Pledge of Allegiance

Councilmember Adam Kraft led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Tim Meyers	Councilmember, At-Large	Present	
Matt Davidson	Councilmember, At-Large	Present	
Gwen Brill	Councilmember, At-Large	Present	
Leslie Besl	Councilmember, 1st Ward	Excused	
Dale Paullus	Councilmember, 2nd Ward	Present	
Debbie Pennington	Councilmember, 3rd Ward	Present	
Adam Kraft	Councilmember, 4th Ward	Present	
Mitch Rhodus	Mayor	Absent	

Councilmember Paullus, seconded by Councilmember Pennington, moved to excuse Councilmember Besl. Motion carried 6-0.

Agenda Modifications

None.

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

Executive Session Requests

None.

Special Presentations

None.

Citizen Comments

None.

Council Reports**Public Hearing(s)**

None.

Approval of Minutes

The Regular Meeting Minutes of May 13, 2024 were approved as written and submitted.

OLD BUSINESS

None.

NEW BUSINESS

Councilmember Paullus, seconded by Councilmember Meyers, moved to read all New Business by title only. Motion carried 6-0.

Development Services

City Manager Scott Timmer - Report

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Mark Koehler, managing partner of PNDE, gave a brief overview of the company and their need for expansion.

Councilmember Davidson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Professional NDE Services Group, LLC and Koehler Properties, LLC, to include an expansion of its campus located on Port Union Road and declaring an emergency.

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

ORDINANCE NO. 67-24. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Motion to Suspend Second and Third Readings

Economic Development Manager Nathaniel Kaelin and Jason Gibson with Anchor Associates presented an overview of the proposed project. See attached slides.

Councilmember Davidson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to execute a Development Agreement with Blaze Properties Fairfield LLC, and any and all documents necessary to carryout the purposes thereof, relative to the redevelopment of 7051 and 7075 Dixie Highway in the Route 4 corridor, and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

ORDINANCE NO. 68-24. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

RESULT: CARRIED [UNANIMOUS]
MOVER: Matt Davidson, Councilmember, At-Large
SECONDER: Tim Meyers, Councilmember, At-Large
AYES: Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED: Besl

Ordinance to authorize the City Manager to execute a Development Agreement with Number One 1688, LLC relative to facade improvements at 5104-06 Pleasant Avenue within Fairfield's Town Center area, and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

ORDINANCE NO. 69-24. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Matt Davidson, Councilmember, At-Large
SECONDER: Tim Meyers, Councilmember, At-Large
AYES: Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED: Besl

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Matt Davidson, Councilmember, At-Large
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED: Besl

Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing grants totaling \$3,300,000 to be made to the Community Improvement Corporation of Fairfield for public purposes, and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

ORDINANCE NO. 70-24. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Matt Davidson, Councilmember, At-Large
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED: Besl

Public Safety

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

Councilmember Dale Paullus

Simple Motion: Motion to/not request a hearing regarding a liquor permit application in the name of Philo-Kitchen Limited dba Wado African Restaurant & Bar, 6600 T Dixie Highway, Fairfield, OH 45014 (Permit Class D1 & D2).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Philo-Kitchen Limited dba Wado African Restaurant & Bar, 6600 T Dixie Highway, Fairfield, OH 45014 (Permit Class D1 & D2).

SIMPLE MOTION NO. 12-24. APPROVED 6-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Debbie Pennington, Councilmember, 3rd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Public Works

City Manager Scott Timmer - Report

Councilmember Adam Kraft

Motion to Suspend Second and Third Readings

Councilmember Kraft presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Debbie Pennington, Councilmember, 3rd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to enter into a contract with Fishbeck for improvement design for the Fairfield Extension of the Great Miami River Trail (GMRT) and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter contract with Fishbeck to design the improvements for the Great Miami River Trail Extension and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

ORDINANCE NO. 71-24. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Matt Davidson, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Motion to Suspend Second and Third Readings

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

Councilmember Kraft presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to execute and file the Electric Vehicle Charging Station Grant Application and Agreement through OKI for multiple public locations and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement for a grant to fund the majority portion of the Electric Vehicle Charging Station Grant Application through OKI's Carbon Reduction Program funding.

ORDINANCE NO. 72-24. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Debbie Pennington, Councilmember, 3rd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Finance & Budget

City Manager Scott Timmer - Report

Councilmember Gwen Brill

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED:	Besl

Ordinance to amend Ordinance No. 166-23 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024."

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 73-24. APPROVED 6-0.

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED: Besl

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Matt Davidson, Councilmember, At-Large
AYES: Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED: Besl

Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 74-24. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Davidson, Brill, Paullus, Pennington, Kraft
EXCUSED: Besl

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, June 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, July 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, August 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

None.

16. ADJOURNMENT

The Regular Meeting adjourned at 7:39 PM.

ATTEST:

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)



Cannabis Legislation Update

Council-Manager Briefing
Tuesday May 28, 2024

Medical Marijuana

- In 2016, the State of Ohio created a Medical Marijuana Control Program
 - ✓ ORC 3796
 - ✓ Permits 4 types of marijuana-related businesses:
 - Cultivators, Processors, Testing Laboratories, Dispensaries
- In 2017, Fairfield City Council passed a prohibition on all types of marijuana businesses in the city
- Today in Ohio, there are ~135 medical dispensaries, ~37 cultivators, ~47 processors



Adult Use (Recreational) Marijuana

- Issue 2 on November 7, 2023 ballot
- Final vote tally:
 - ✓ State of Ohio – 57.0% For, 43.0% Against
 - ✓ Butler County – 57.02% For, 42.98% Against
 - ✓ City of Fairfield – 57.86% For, 42.14% Against (34 of 38 precincts voted For)
- Law took effect on December 7
- Fairfield City Council passed a 9-month moratorium on December 4
- Law passed as an initiated statute, not a constitutional amendment
 - ✓ State legislature can change or even repeal law
 - ✓ Does not appear to be consensus in Columbus



Division of Cannabis Control

- A division within the Ohio Department of Commerce
- Has been developing rules for licensing and for operations
- ORC 3780
- Initiated Statute contained two deadlines
 - ✓ June 7 – Deadline for accepting applications for licenses
 - ✓ September 7 – Deadline for starting to issue licenses
- Two types of cannabis licenses
 - ✓ Dual Use license – to allow existing medical cannabis businesses to also sell adult use products
 - Most existing cultivators, processors, and dispensaries are expected to apply for dual use
 - Licenses are expected to be issued as early as July
 - ✓ 10B license – new adult use cannabis businesses
 - Division expects to issue 180-200 new 10B licenses
 - Will be a phased site selection and inspection process
 - Licenses expected to be issued as early as September



Dispensaries

- Estimated 300+/- licensed dispensaries in Ohio by end of year
- State location rules:
 - ✓ Must be located at least 500 feet from a school, church, public library, public playground, or public park
 - ✓ Must be located at least 1 mile from another facility - To limit business failures and limit too much concentration in one area
- Other rules:
 - ✓ Lot of rules around ownership, financial interest, and control
 - ✓ Lot of rules around financial responsibility
 - ✓ Visitors must be 21+ and show a state-issued ID
 - ✓ Hours of Operation – not earlier than 7:00 am or later than 11:00 pm
 - ✓ Rules that allow drive up windows and curbside pickup
 - ✓ Lots of rules around minimum security and surveillance requirements
 - ✓ Other rules for employee training, waste disposal, sales procedures, etc...
 - ✓ Statewide indoor smoking ban applies



Dispensaries (cont'd)

- State will handle all licensing and inspections
- Phased site selection process:
 - ✓ State will review applications for accuracy and completeness
 - ✓ State will check for local prohibitions/moratoriums
 - ✓ Will likely require a local community sign off form
(500 foot rules, local zoning rules, etc...)
 - ✓ State will check the full build out for compliance with rules
(security, surveillance, employee-only areas, etc...)
 - ✓ Other local codes (zoning, building, fire) still apply
- 2 year restriction on new licenses after initial round
- Social Equity licenses
 - ✓ Program being developed by Ohio Department of Development
 - ✓ Expected to create up to 100 new licenses, including small cultivators and dispensaries



Taxation

- 10% state excise tax on adult use cannabis, collected at point of sale
- State excise tax distribution:
 - ✓ 36% to Host Community Cannabis Facility Fund
 - ✓ 36% to Cannabis Social Equity and Jobs Fund
 - ✓ 25% to Substance Abuse and Addiction Fund
 - ✓ 3% to Division of Cannabis Control and Tax Commissioner Fund
- Local governments cannot collect additional special taxes on cannabis
- Regular sales tax, property tax, income tax all still apply
- Host Community Cannabis Facility Fund (ORC 3780.23):
 - ✓ For the benefit of municipalities or townships with adult use dispensaries
 - ✓ May use such funds for any approved purpose
 - ✓ Distributions shall be based on the percentage of adult use tax attributable to each municipality or township



Local Governments

- Can prohibit or limit new adult use licenses
- Cannot prohibit existing medical licensees from applying for dual use
- Cannot prohibit home grow operations within defined statute limits
- Current law provides for enforcement of limitations on public consumption
- Can ban or restrict on public lands and property
- Can enforce local ordinances (zoning, building, fire, etc...)
- As an employer, can still prohibit and enforce drug free policies



Potential City of Fairfield Options

- Extend prohibition and observe statewide roll out
- Allow Cultivators and/or Processors:
 - ✓ Limit locations to M2 General Industrial zoning district
 - ✓ Conditional Use – requires planning commission approval
 - ✓ Include large setbacks from residential, schools, churches, etc...
 - ✓ Other rules as developed and approved by Council
 - ✓ Requires changes to zoning code
- Allow 10B Dispensaries
 - ✓ Limit locations to C3, C3A, and SE zoning districts along Route 4
 - ✓ Conditional Use – requires planning commission approval
 - ✓ Consider larger and/or additional setbacks than state location minimum rules
 - ✓ Limit the max number of dispensaries (may not be necessary due to state location rules)
 - ✓ Requires changes to zoning code and possible new local licensing program



Discussion

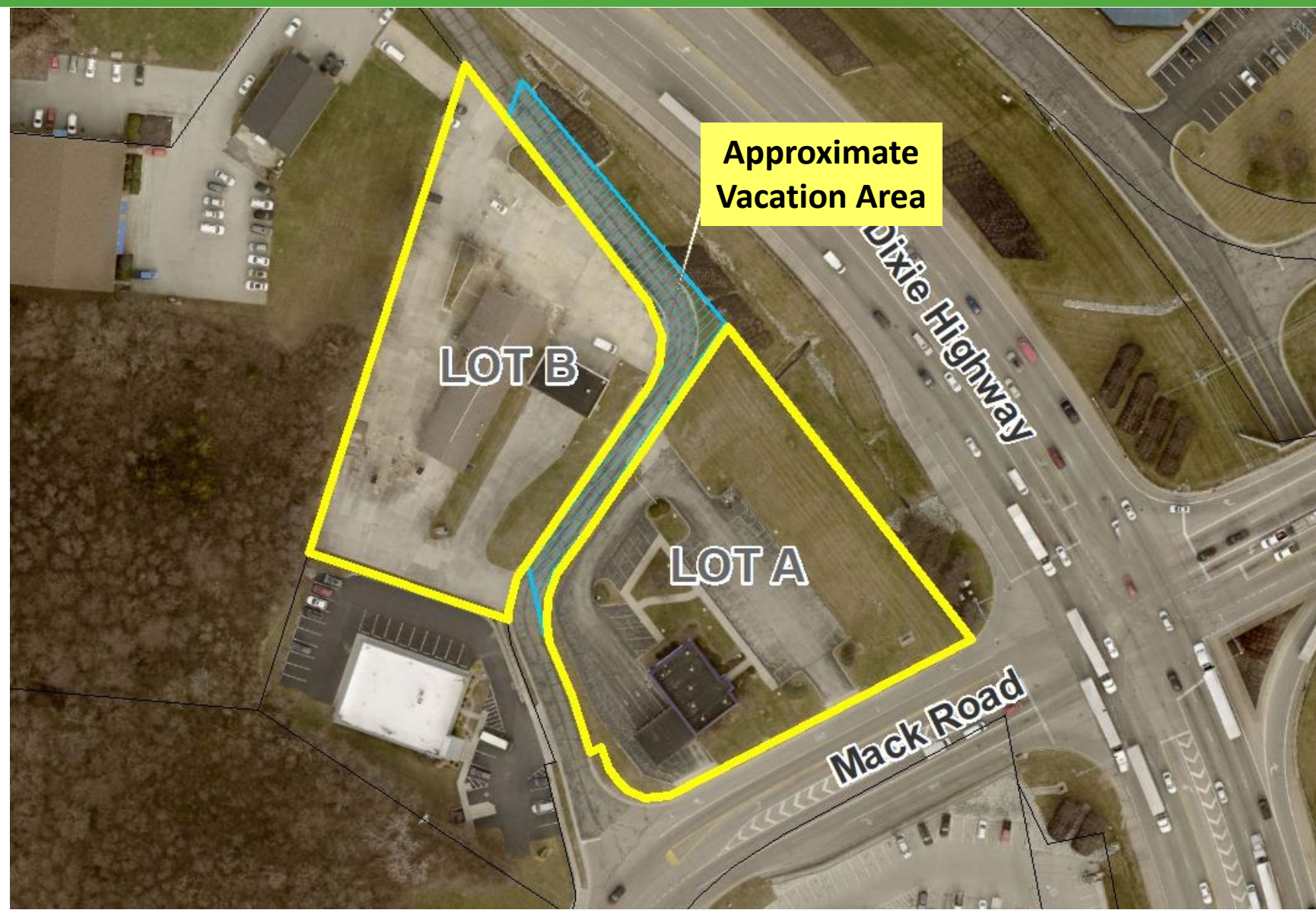


City Council
May 28, 2024



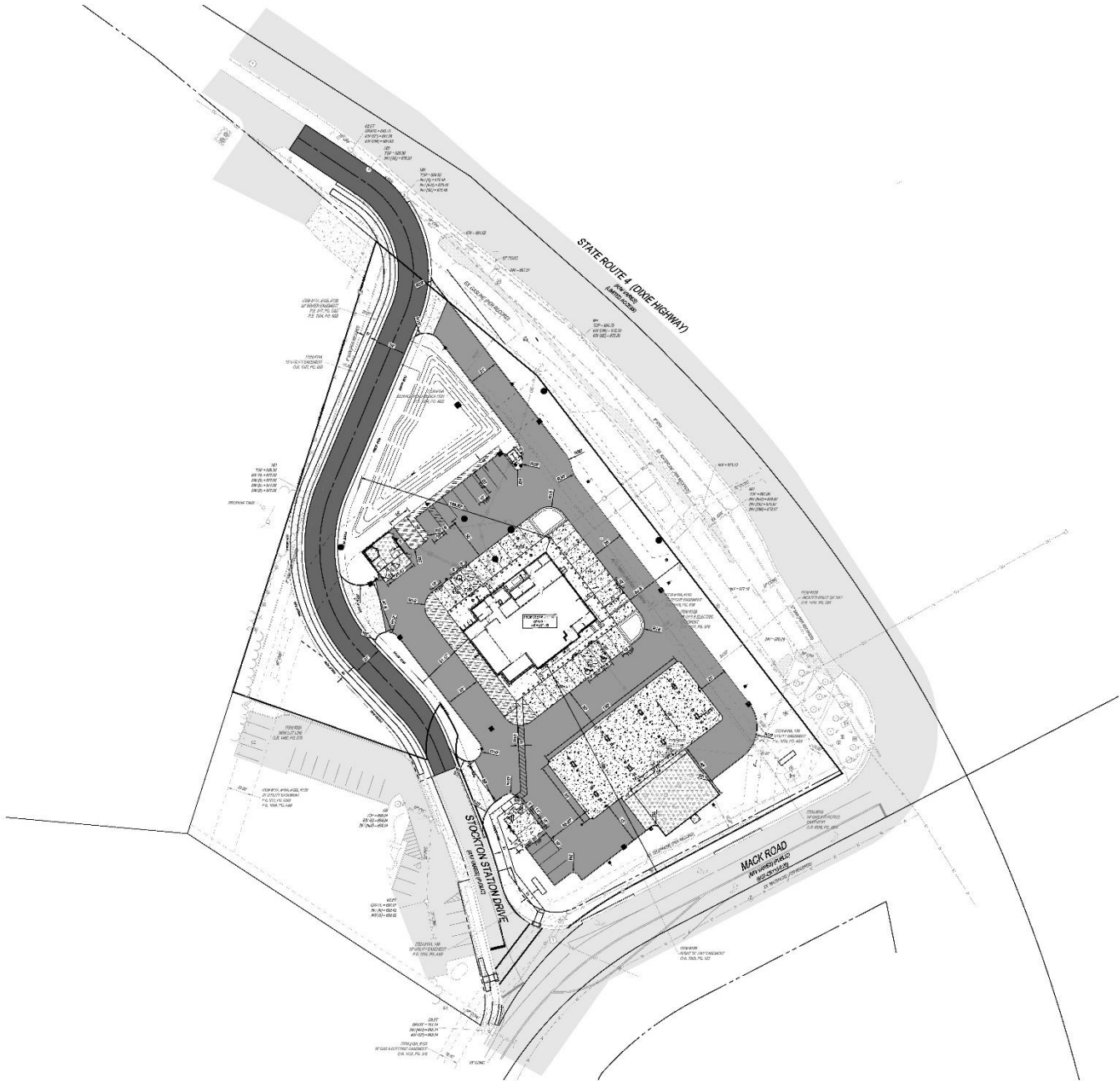
Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)





Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)

INSPIRED PEOPLE CREATIVE DESIGN TRANSFORMING COMMUNITIES



PROPOSED LEGEND

- CURB INLET/STITCH BARR
- HEADWALL
- STORM STORM (3) FANOUT
- STORM MANHOLE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- HEAVY DUTY CONCRETE
- STANDARD DUTY CONCRETE
- WAWA ASPHALT PAVEMENT SECTION
- CONCRETE SIDEWALK
- ROADWAY PAVEMENT
- PROPOSED PROPERTY LINE

PARKING REQUIRED	36 SPACES
PROPOSED PARKING	
STANDARD	36 SPACES
HC ACCESSIBLE	2 SPACES
EX. COVERAGE	2 SPACES
TOTAL	41 SPACES
BIKEWAYS PARKING	5 SPACES
EXISTING DRIVEWAYS	GENERAL EASEMENT (2-3)

FLOOD DATA: SUBJECT SITE IS LOCATED IN ZONE X-1.5. FLOOD DATA DETERMINED TO BE OUTSIDE OF THE 1% ANNUAL CHANCE FLOOD PLAIN PER FEMA NCEP REVISION FIRM NO. 130320010 WITH AN EFFECTIVE DATE OF 10/20/2018.

THE KLEINGERS GROUP
CIVIL ENGINEERING
SURVEYING
LANDSCAPE ARCHITECTURE



CIVIL ENGINEERING
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www.kleingers.com
1101 S. 1st St., Suite 100
Fairfield, OH 44130
(440) 233-1100

WAWA FAIRFIELD
CITY OF FAIRFIELD
BUTLER COUNTY, OH

PROJECT NO. 2019001-001
DATE 05-15-2024
SCALE 1" = 30'

SITE LOCATION PLAN

SHEET NO. 1 OF 1



Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)



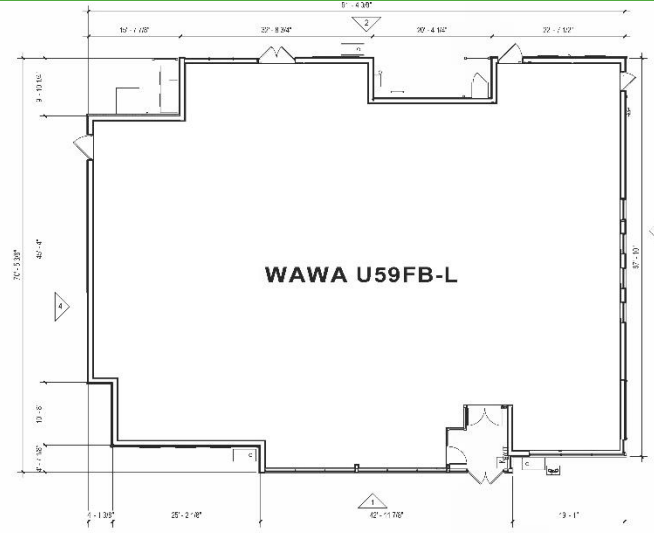
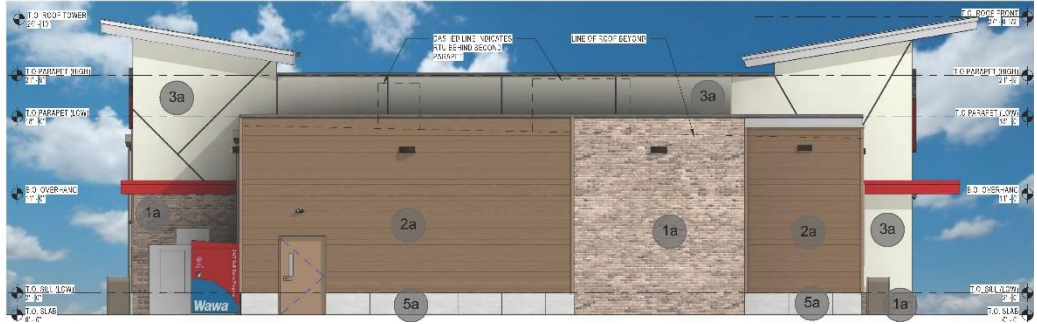
1 FRONT ELEVATION
3/16" = 1'-0"

GLAZING CALLS - FRONT ELEVATION		MATERIAL CALLS - FRONT ELEVATION	
TRANSPARENT GLAZING - 125 SQFT	20%	BRICK - 333 SQFT	21%
SPANDREL GLAZING - 125 SQFT	6.8%	COMPOSITE SIDING - 428 SQFT	28%
TOTAL GLAZING - 250 SQFT		STUCCO EIFS - 826 SQFT	40%
		TILE - 50 SQFT	8%
		METAL AWNING - 76 SQFT	5%
		TOTAL - 1,555 SQFT	



2 REAR ELEVATION
3/16" = 1'-0"

GLAZING CALLS - FRONT ELEVATION		MATERIAL CALLS - FRONT ELEVATION	
TRANSPARENT GLAZING - 59 SQFT	3.2%	BRICK - 656 SQFT	37%
SPANDREL GLAZING - 139 SQFT	6.8%	COMPOSITE SIDING - 578 SQFT	32%
TOTAL GLAZING - 198 SQFT		STUCCO EIFS - 444 SQFT	25%
		TILE - 67 SQFT	3.5%
		METAL AWNING - 45 SQFT	2.6%
		TOTAL - 1,750 SQFT	



MATERIALS:

1a BRICK-1

2 COMPOSITE SIDING

3a EIFS OR STUCCO

4a ROOF: TITANIUM

5 TILE

8 PANEL: COMPOSITE COLOR: CEDAR

7a METAL OVERHANG ATAS #17 BRITE RED

EXT. ROOF VENT PACKAGE: BRICK-1



①_00_Perspective Back Left



②_00_Perspective Back Righ



Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Approval of Minutes)



THANK YOU

Nathaniel Kaelin
Economic Development Manager
nkaelin@fairfieldoh.gov
(513) 896-8171



City Council Ordinance
Regular Meeting - June 10, 2024

Submitted by: Erin Lynn, Planning Manager
 Submitting Department: Development Services

Subject:

Wawa Planned Unit Development

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01 (B)(2), the City of Fairfield, Ohio, Zoning Map by approving the concept and final development plan for the Wawa Planned Unit Development.

Recommendation:

It is recommended that City Council have a first reading on this item at the June 10, 2024 meeting, set the joint public hearing date for July 8, and await the written recommendation from the Planning Commission.

Background/Synopsis:

The applicant, STNL Development, has an option to purchase approximately 24.1 acres on the west side of Pleasant Avenue between John Gray and the terminus of Ambassador Drive. A Wawa gas station and convenience store is proposed to be constructed on 4.5 acres at the northwest corner of Pleasant Avenue and John Gray Road. The remaining 19.6 acres is proposed to be donated to the city. The property is zoned C-1, Neighborhood Business District, which does not permit motor vehicle fueling stations, and is located in the John Gray/Pleasant Overlay District.

The entire 24.1-acre property consists of three undeveloped parcels that are heavily wooded with mature trees and vegetation. It contains five existing billboards, undulating topography, several streams, a 100-year floodplain and high-power overhead electric lines that traverse the site east to west near the existing Duke substation located on the east side of Pleasant Avenue.

The following is a list of proposed improvements to the 4.5-acre site:

- The convenience store is proposed to be approximately 6,400 square feet with a pick-up window for food service on the south side of the building.
- The pick-up window is proposed only for pre-ordered and online customers. It will not have a menu board or speaker system.
- Eight double side fuel dispensers (16 pumps) are proposed to be located under a canopy structure along Pleasant Avenue.
- A full access curb cut is proposed on John Gray Road that will be aligned with Walgreen's curb cut across the street.
- A right-in/right-out access drive is proposed on Pleasant Avenue.
- A 170-foot buffer is proposed between the residential subdivision to the west and the proposed Wawa parking lot. The buffer, which will be located on proposed city owned

property and the Wawa site, will consist of existing vegetation and landscaping.

- In accordance with Fairfield Connects, the city's active transportation plan, a multi-use path is proposed to be constructed along the entire Pleasant Avenue frontage.
- In accordance with Fairfield Forward (comprehensive plan), additional right-of-way will be dedicated for a future city gateway feature at the corner of Pleasant Avenue and John Gray Road. Approval of the design and construction will be determined by the city.

Financial Impact:

None. This is a land use decision.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Wawa Aerial_city council
2. Wawa site plan
3. Wawa Store Elevations
4. Wawa Canopy Elevations
5. WAWA PUD-ORD

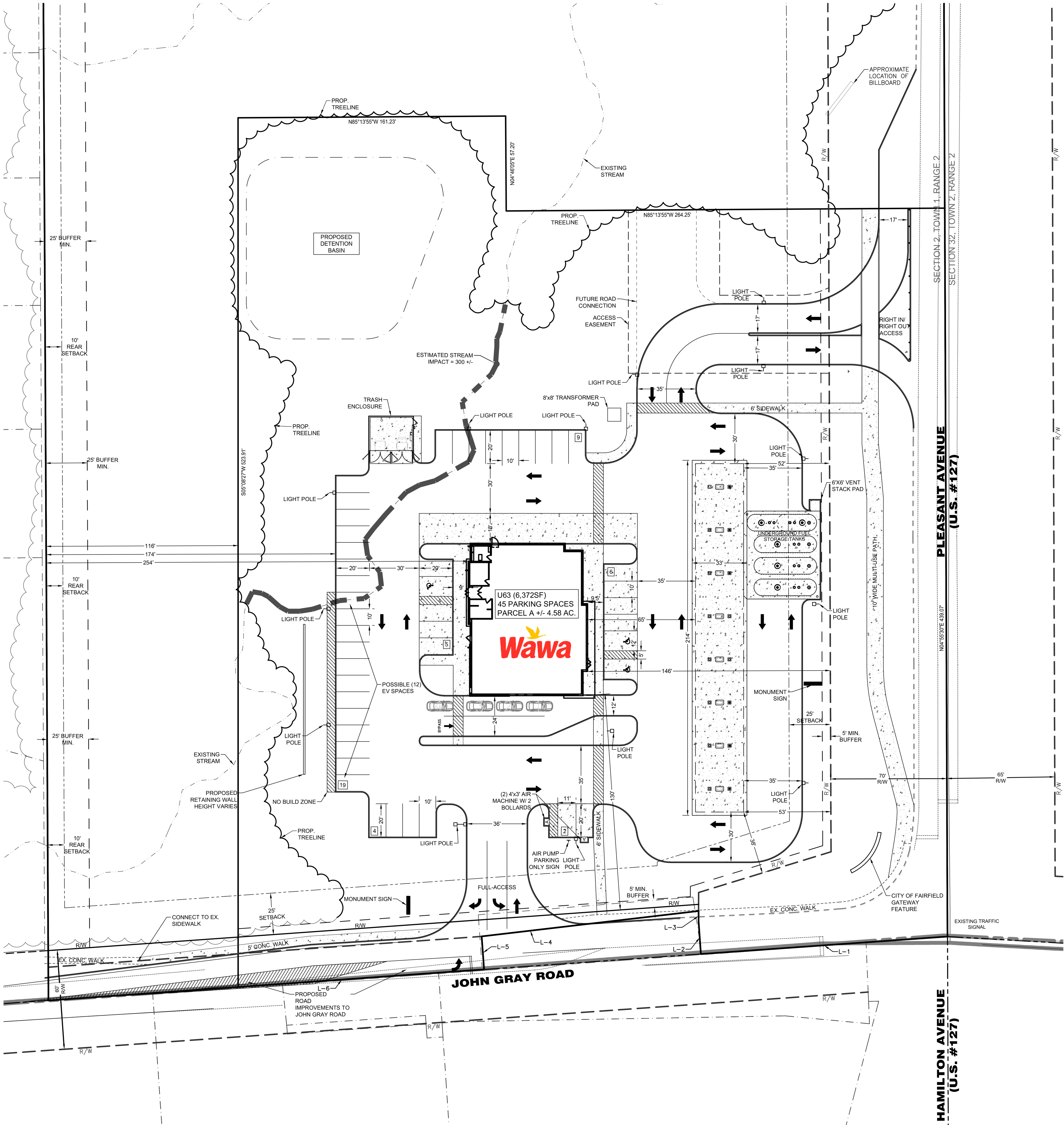
Proposed Change in Zoning From C-4 to RUP

13.A.1.a



Attachment: Wawa Aerial_city

Packet Pg. 31



WAWA SITE SUMMARY

PARCEL A
TOTAL AREA = 4.58± AC.

EXISTING ZONING: DISTRICT C-1, NEIGHBORHOOD BUSINESS
EXISTING USE: VACANT

PROPOSED ZONING: PUD
PROPOSED USE: RETAIL & SERVICE AND VEHICLE REFUELING

BUILDING AREA: 6,372± SF
LOT COVERAGE: 1.78 AC (38.9%)

SETBACKS
FRONT: 25'
SIDE: 0'
REAR: 0'

BUFFERS
FRONT: 5' FROM R/W

PARKING
REQUIRED: 16 SPACES (1 PER 400 SF)
PROVIDED: 45 SPACES (3 ADA)

LINE TABLE		
Line	Direction	Distance
L-1	N88°55'36"W	148.98'
L-2	N01°04'01"E	20.00'
L-3	N05°18'57"E	6.02'
L-4	S88°27'37"W	131.60'
L-5	S01°04'24"W	20.00'
L-6	N88°55'36"W	263.17'

Basis of Bearing:
State Plane NAD83 (2011)

0 30 4

SCALE: 1" = 30'

13.A.1.b

WAWA

CONCEPT DEVELOPMENT PLAN

JOHN GRAY RD & PLEASANT AVE
SECTION 2, TOWN 1, RANGE 2 BTM
CITY OF FAIRFIELD
BUTLER COUNTY, OHIO

Attachment: Wawa site plan (3976 - Wawa Planned Unit Development)

www.bayerbecker.com
6900 Tyersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 23-0004 CONCEPT P

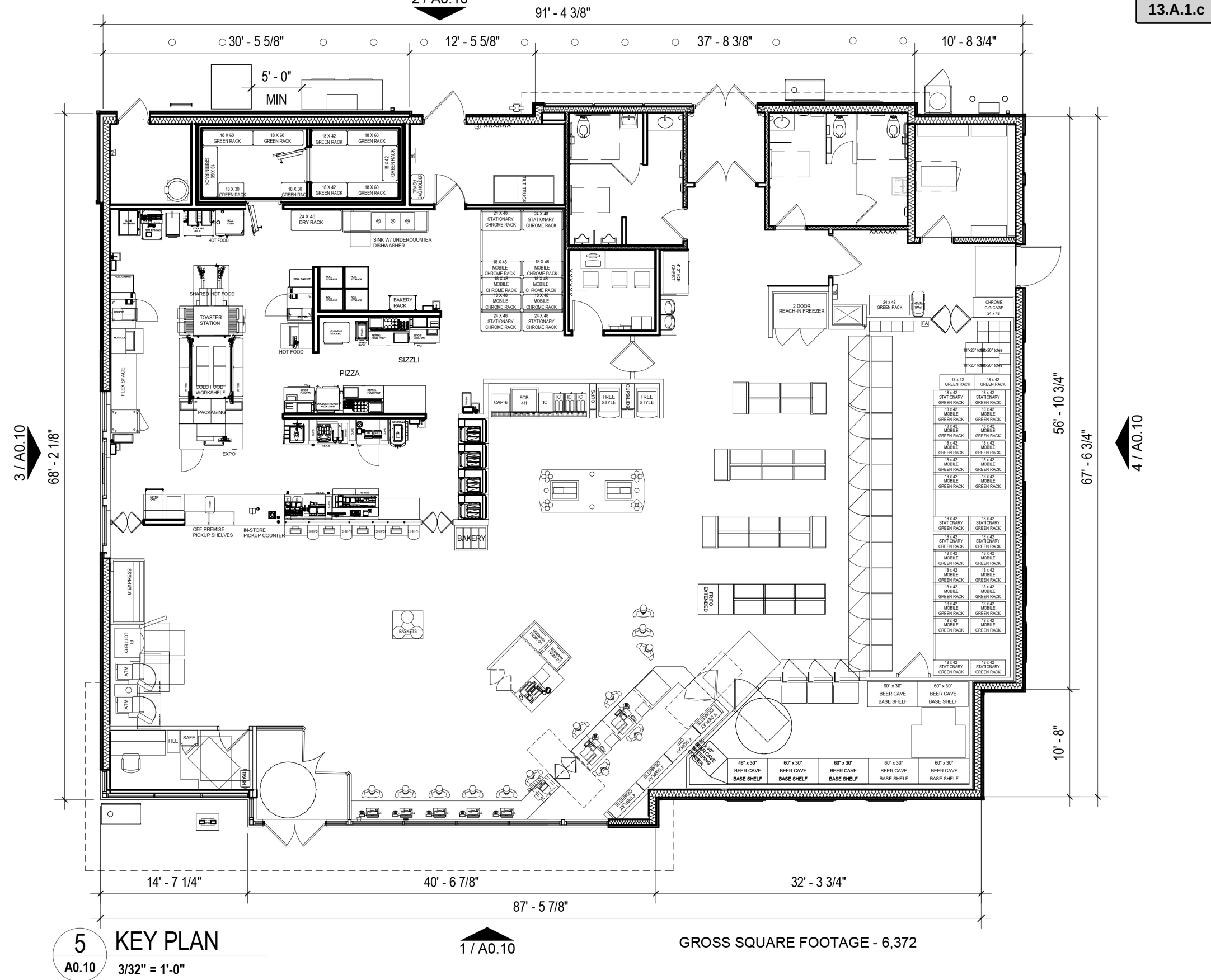
Drawn by: N

Checked By: C

Issue Date: 05-21

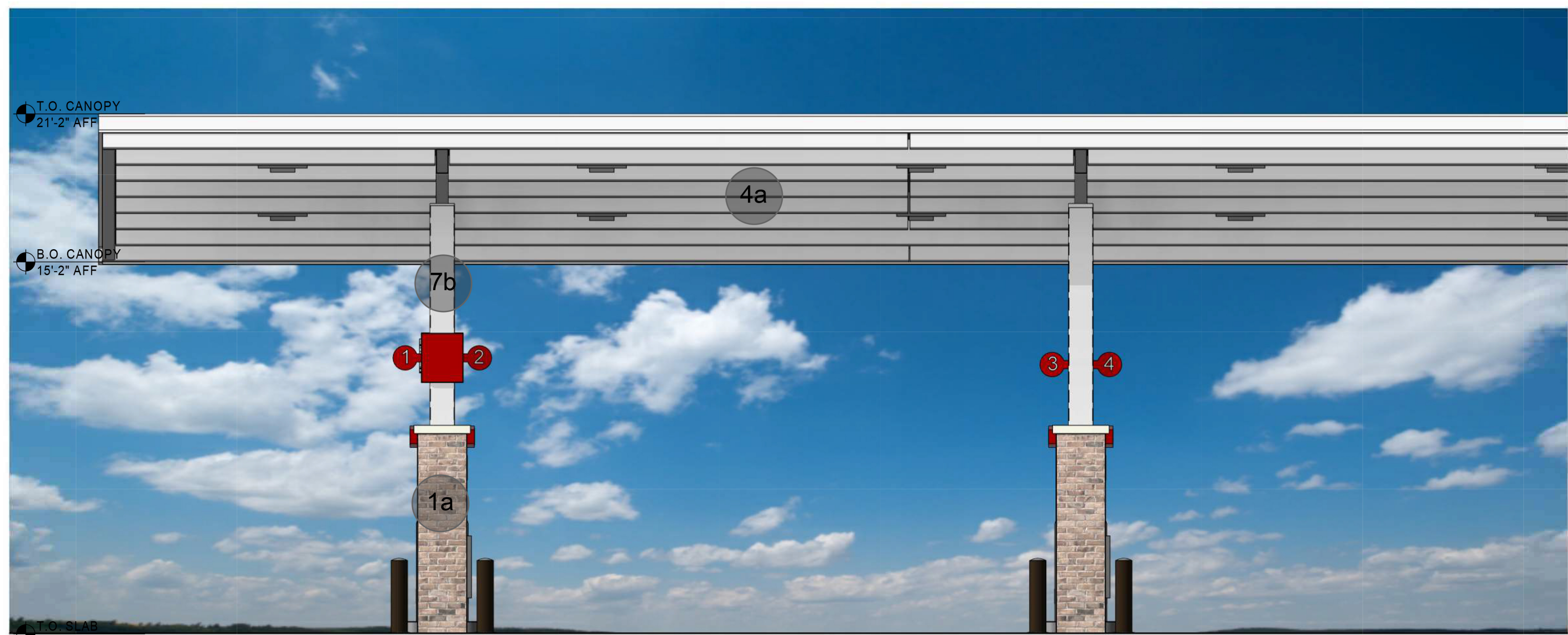
Sheet: C3.0

Packet Pg. 32





7 FUEL CANOPY ELEVATION
1/4" = 1'-0"



4 FUEL CANOPY ELEVATION - LONG
1/4" = 1'-0"



1 FUEL CANOPY PERSPECTIVE

MATERIALS:

1a BRICK-1

7b METAL: WHITE

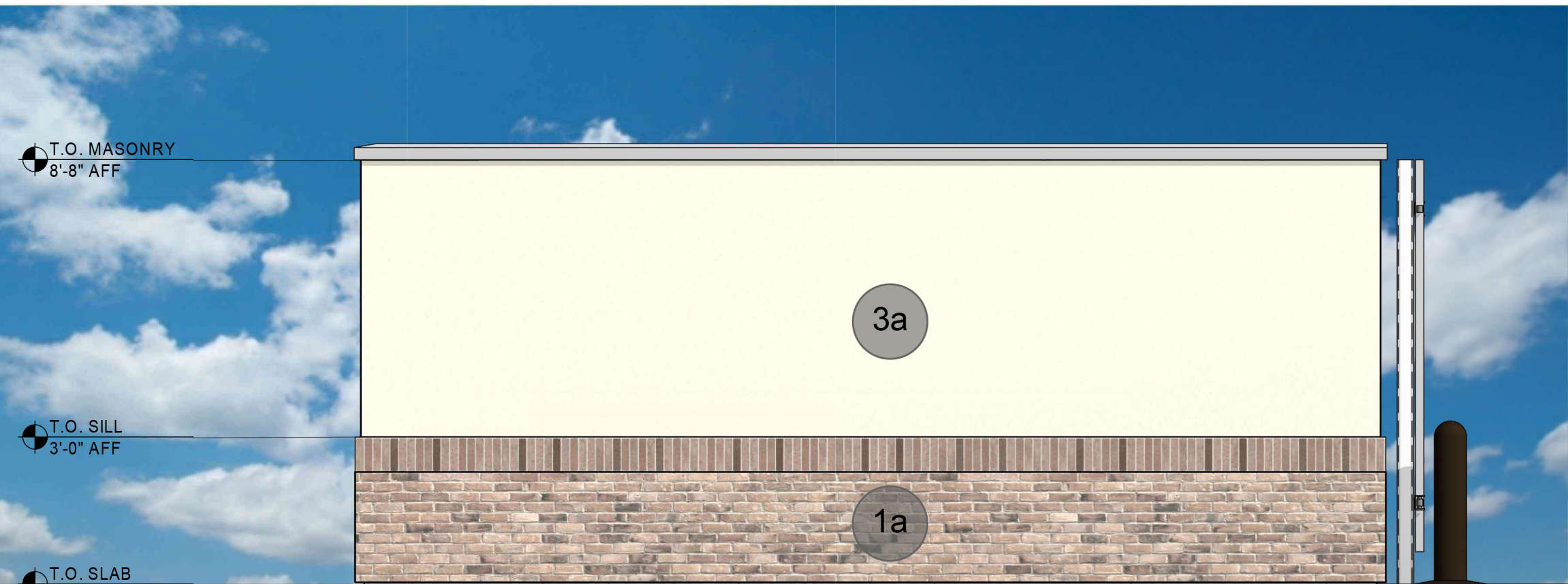
4a ROOF: TATANIUM

1a BRICK-1

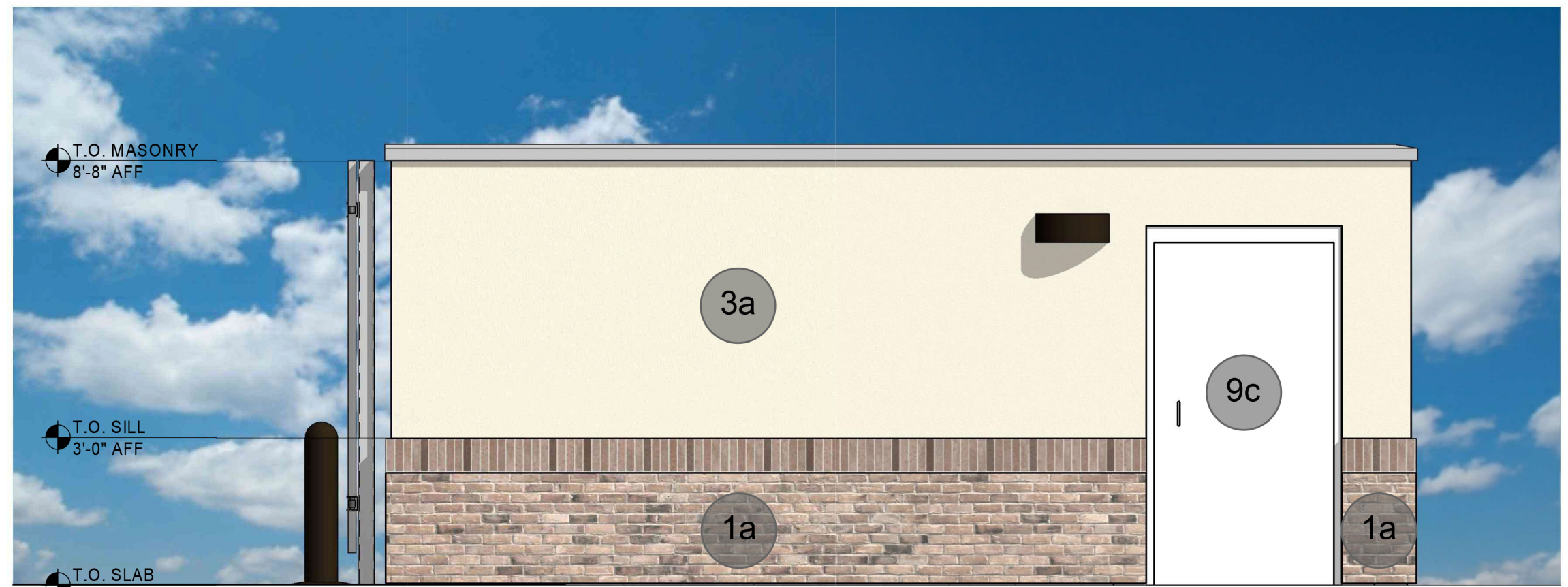
3a EIFS OR STUCCO

7b METAL: WHITE

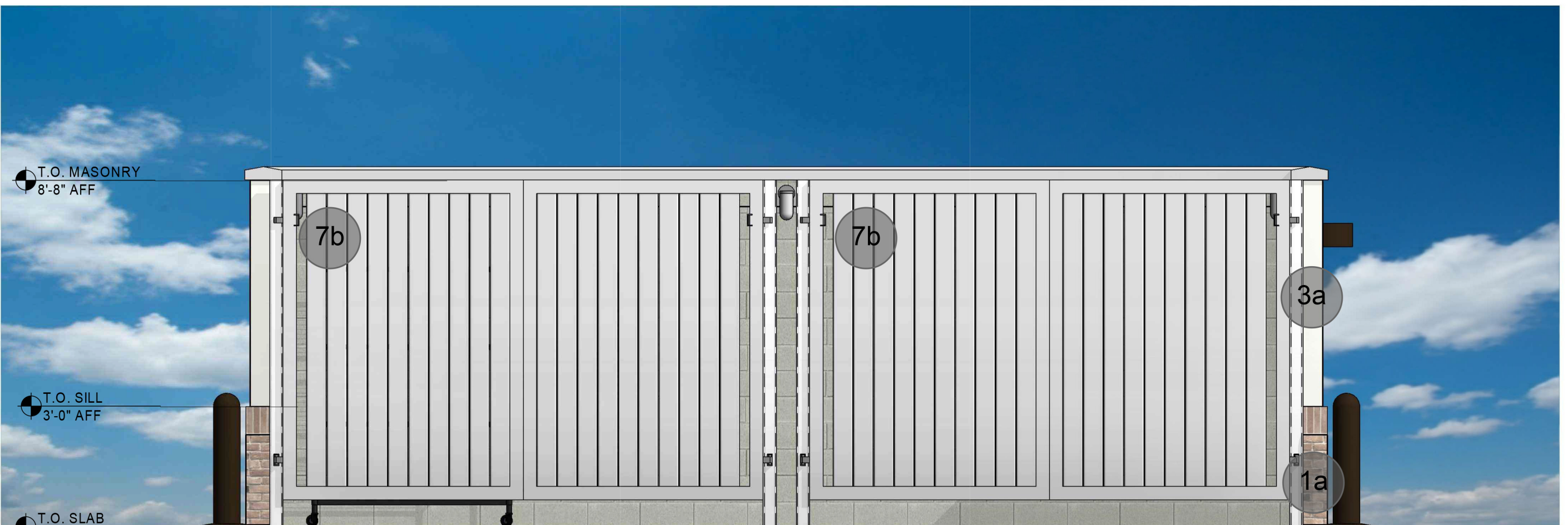
9c PAINT: CEILING BRIGHT WHITE



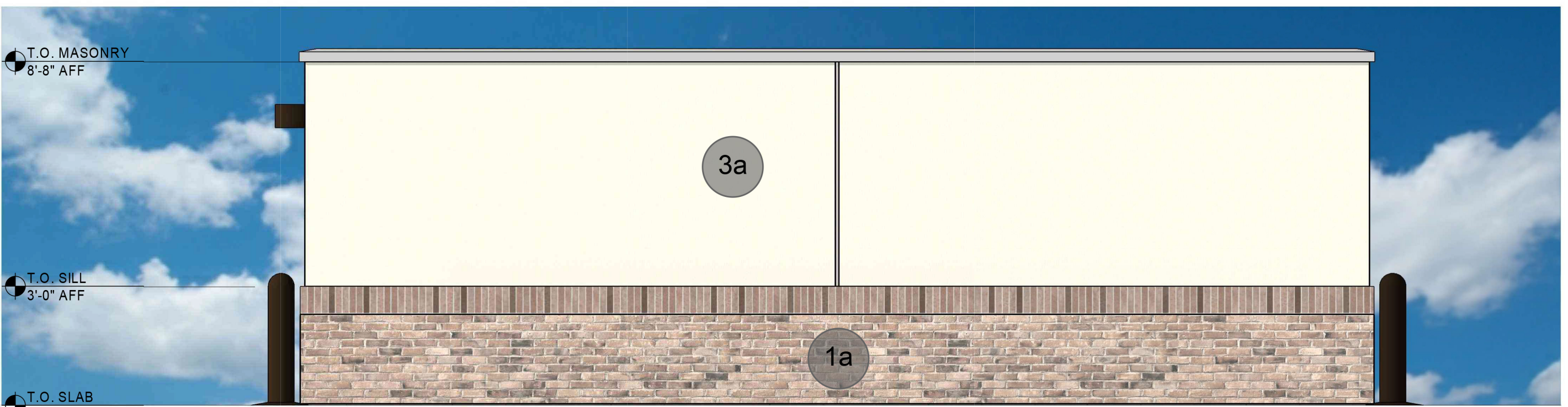
6 TRASH COMPOUND SIDE ELEVATION
3/8" = 1'-0"



5 TRASH COMPOUND SIDE ELEVATION
3/8" = 1'-0"



3 TRASH COMPOUND FRONT ELEVATION
3/8" = 1'-0"



2 TRASH COMPOUND REAR ELEVATION
3/8" = 1'-0"

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1130.01(B)(2), THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT AND FINAL DEVELOPMENT PLAN FOR THE WAWA PLANNED UNIT DEVELOPMENT.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), is hereby amended by changing the zoning classification of the 24.1 acres located at the northwest corner of Pleasant Avenue and John Gray Road entire lots 537 and 539 and part lot 538 from its present C-1, Neighborhood Business District classification by approving the concept and final development plan for the WAWA Planned Unit Development, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

Section 2. The Director of Development Services is hereby directed to change the official Zoning Map of the City of Fairfield, Ohio in accordance with this ordinance.

Section 3. This ordinance shall take effect at the earliest period allowed by law.

Passed

Mayor's Approval

Posted

First Reading

Rules Suspended

Second Reading

Third Reading

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\WAWA PUD-ORD

Attachment: WAWA PUD-ORD (3976 : Wawa Planned Unit Development)



City Council Ordinance
Regular Meeting - June 10, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Engineering Consultant Contract for Lower Harbin Park Area

Legislation Title:

Ordinance to authorize the City Manager to execute a contract with Von Euw Tetrault for final engineering and design of Lower Harbin Park Area and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the funding in the amount shown in the Financial Impact section and authorize the City Manager to enter into a contract with the architect Von Euw Tetrault based in Cincinnati, Ohio. Von Euw Tetrault was on the upper Harbin team and will lead the final design for the lower Harbin portion.

Background/Synopsis:

It is necessary for additional funding for engineering for the consultant team to develop final plans for the lower Harbin Park area.

The original scope developed last year for Upper Harbin Park was for a playground and splash pad. The project is being expanded to include the lower Harbin activity area; replacing shelters, a replacement restroom, and other potential amenities as detailed in the Harbin Park master plan when appropriate.

Some conceptual design was required in order to ensure that the project is consistent with the master plan for Harbin and the desires of the community. It was determined during preliminary design that a pond and water features were not practicable. Final design plans will take place in the summer under a second part to the original engineering agreement now that conceptual plans are approved. The intent being to begin construction this fall after the upper Harbin area has been completed and is open to the public. Construction is likely to be completed by early 2025 with every effort being made to keep as much of the park open and usable to the public as possible. The final construction schedule will be dependent on weather and contractor availability.

Attached is a detailed explanation of the contract.

This engineering funding is programmed in the current 2024-2028 CIP as 4PR50.

Financial Impact:

\$135,000.00 (\$123,450.00 base proposal with \$11,550.00 in contingencies) from the Park

Development Fund.

Emergency Provision Explanation:

A suspension of rules and emergency provision is being requested in order to continue development of design and deliver this project for bidding yet this calendar year.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 240523_Lower Harbin ScopeFee
2. VON EUW TETRAULT-ORD

VON EUW
TETRAULT

Nicholas Dill, P.E.

City Engineer
City of Fairfield, Ohio
8870 N. Gilmore Road
Fairfield, Ohio 45014

513-867-4221
ndill@fairfield-city.org

Cincinnati, May 23rd, 2024

Lower Harbin Scope and Fee Proposal

Dear Nick,

The following scope and fee proposal has been put together based on the Pre-Design Package prepared by Human Nature and von Euw Tetrault and our phone conversation on May 20th. Please let me know if we are overlooking any details which could impact our fee.

Our assumption is the contract for the work will be prepared by your team.

Thank you again for considering our team and please let me know if you have any questions or comments. We are looking forward to getting started.

Sincerely,



Andrew Tetrault
Partner

Attachment: 240523_Lower Harbin ScopeFee (3978 : Engineering Consultant Contract for Lower Harbin Park Area)

Firm Profile:

VON EUW
TETRAULT

von Euw Tetrault Based in Cincinnati, we draw inspiration from our international and multi-disciplinary backgrounds in architecture, landscape architecture, and masterplanning. The firm's focus is on spaces that are integrated into the site's nature and context, revealing the underlying design qualities of the 'place.' Our practice strives to extend the expression of the building through its materials, producing buildings which engage emotions, senses, and the physical body. Experience on a wide range of projects gives us an edge when searching for unique design and programming solutions for buildings, landscapes, and the public realm. von Euw Tetrault is a registered architecture firm in the state of Ohio.

von Euw Tetrault is a minority and female-owned small business.



Federica von Euw graduated from Swarthmore College with a Bachelor of Arts Degree in 2007 and the University of Pennsylvania in 2011 with a Masters of Architecture degree. Immediately thereafter she began collaborating at Herzog & de Meuron in Basel, Switzerland, where she contributed to, and led, a wide range of projects located in Switzerland, Italy, and the United States. Her notable projects include the Asklepios 8 office building on the Novartis Campus in Basel, Switzerland, a multi-use building for Feltrinelli Books in Milan, Italy, and the 1111 Lincoln Road Extension in Miami. Due to her international background, Federica speaks English, Spanish, German, Swiss German, and French fluently. Federica co-founded von Euw Tetrault in 2018. Federica is a licensed architect in the state of Ohio.



Andrew Tetrault received his Masters of Architecture from the University of Pennsylvania in 2011 and a Bachelors Degree in Landscape Architecture from Purdue University in 2008. He has collaborated with the Olin Studio in Philadelphia, Studio Andrew Todd in Paris, and Albaker Architects in Doha. In 2013 Andrew joined the office of Herzog & de Meuron in Basel, Switzerland, as an architect, collaborating on a range of projects from a museum and park in Doha, to the redevelopment of the Stamford Bridge Stadium for Chelsea F.C. in London. Andrew is registered as an architect in the state of Ohio and is currently Professor of Practice at the University of Cincinnati's School of Architecture and Interior Design DAAP. Andrew co-founded von Euw Tetrault in 2018.

VON EUW TETRAULT

SCOPE & FEE PROPOSAL FOR LIMITED PROFESSIONAL SERVICES

PROPOSAL

Made as of the 23rd day of May in the year 2024.

Client

City of Fairfield, Ohio
8870 N. Gilmore Road
Fairfield, Ohio 45014

Architect

von Euw Tetrault
Andrew Tetrault R.A.
963 E. McMillan Street
Cincinnati, Ohio 45206
andrew@voneuwtetrault.com

Architect's Consultants

Landscape Architect:
Gary Wolnitzek
Human Nature
990 St. Paul Drive
Cincinnati, OH 45206
wolnitzek@humannature.cc

Structural Engineer:
Luke Butler, P.E.
Schaefer
537 East Pete Rose Way, Suite 400
Cincinnati, Ohio 45202
Luke.Butler@schaefer-inc.com

Mechanical, Electrical, & Plumbing:
Brian Trettenero
Motz Engineering
447 Morgan Street
Cincinnati, OH 45206
btrettenero@motzengineering.com

Civil Engineer:
Jeff Koehn
Arcadis IBI Group.
23 Triangle Park Drive
Cincinnati OH 45246
jeff.koehn@arcadis.com

Construction Cost Estimating:
Daniel G. Frondorf, CPE, CDT
DG Frondorf and Associates LLC
2639 Maryland Ave
Cincinnati OH, 45204
dan@dgfrondorf.com

PROJECT INFORMATION

Project Name:

Lower Harbin Park Structures and Landscape Improvements

Project Address:

Lower Harbin Park
1300 Hunter Road
Fairfield, Ohio 45014

Attachment: 240523_Lower Harbin ScopeFee (3978 : Engineering Consultant Contract for Lower Harbin Park Area)

**Project Description &
Client's Site Program:**

Along with the refinement of the existing site plan for the project, the Architect and their consultant team are responsible for the design and engineering of the following project elements:

- Playground design including nature play components and details
- Design of Lower Harbin parkwide pedestrian paths, features, & materials
- Landscape restoration plan & tree preservation strategy
- Design and engineering of (7) park shelters
- Design and engineering of (1) restroom facility including (2) family WCs

The project interfaces with a stormwater management project being designed by the Client's Civil Engineer. The Architect and its consultants will coordinate interfaces and interdependencies between the projects.

The Client and Architect may rely on the Project Information outlined in this section. Both parties, however, recognize that the Project Information may change and, in that event, the Client and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

SERVICES

1. Schematic Design
2. Design Development
3. Construction Documents
4. Procurement Phase Services (Hourly as Required)
5. Construction Administration (Hourly as Required)

SUMMARY OF SERVICES

1. Schematic Design:

1.1 The Architect shall review the program and other information provided by the Client, as well as applicable laws, codes, regulations, property or site covenants, conditions, and restrictions pertaining to the Architect's services.

1.2 The Architect shall conduct a preliminary evaluation of the Client's program, schedule, project site, proposed procurement and delivery method, and other initial information. This evaluation will assess the interdependencies of these elements to determine the Project's requirements. In case of any inconsistencies found in the information or if additional information or consultations are reasonably needed, the Architect shall promptly notify the Client.

1.3 The Architect shall engage in discussions regarding alternative approaches to the design and construction of the Project. The Architect and Client shall reach a mutual understanding regarding the Project's requirements.

1.4 Based on the agreed-upon Project requirements, the Architect shall prepare and present a preliminary design to the Client for approval. This design will illustrate the scale and relationship of the Project components.

1.5 Upon approval of the preliminary design by the Client, the Architect shall prepare Schematic Design Documents for the Client's approval. These documents will consist of drawings and other related materials, including, if appropriate, a site plan, preliminary building plans, sections, elevations, and may include supplementary elements such as study models, perspective sketches, or digital representations. The drawings shall indicate or be accompanied by written descriptions of the preliminary selections of major building systems and construction materials.

1.6 In developing the design consistent with the Client's program and schedule, the Architect shall consider sustainable design alternatives, such as material choices and building orientation, along with other considerations based on program and aesthetics. If the Client desires more advanced sustainable design services, such services may be provided as a supplemental service.

1.7 The Architect shall submit the Schematic Design Documents to the Client and request the Client's approval.

2. Design Development:

2.1 Based on the Client's approval of the Schematic Design Documents, and on the Client's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall

prepare Design Development Documents for the Client's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

2.2 The Architect shall update the estimate of the Cost of the Work previously prepared in Pre-Design.

2.3 The Architect shall submit the Design Development Documents to the Client, advise the Client of any adjustments to the estimate of the Cost of the Work, and request the Client's approval.

3. Construction Documents:

3.1 Based on the Client's approval of the Design Development Documents, and on the Client's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Client's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Client and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.

3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

3.3 During the development of the Construction Documents, the Architect shall assist the Client in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Client and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

3.4 The Architect shall update the estimate of the Cost of the Work previously prepared in Design Development

3.5 The Architect shall submit the Construction Documents to the Client, advise the Client of any adjustments to the estimate of the Cost of the Work, and request the Client's approval.

4. Procurement Phase Services:

The Architect will provide procurement phase services on an as-needed (hourly) basis for the client. These services may include:

- Facilitating the distribution of Bidding Documents to prospective bidders
- Organizing and conducting a pre-bid conference for prospective bidders
- Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda
- Organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Client

5. Construction Administration Phase Services:

The Architect will provide Construction Administration phase services on an as-needed (hourly) basis for the client. These services may include:

- Evaluations of the work
- Review and approve contractor submittals. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

- Review and respond to requests for Information.
- Prepare Change Orders and Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents.

The Architect will advise and consult with the Client during the Construction Phase Services as required by the Client. The Architect shall have authority to act on behalf of the Client only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

PROPOSED SCHEDULE

Design phase milestone dates, if any:

- Schematic Design - 3-4 weeks
- Design Development - 4-6 weeks
- Construction Documents - 6-8 weeks

Construction commencement date:

tbd

Substantial Completion date or dates:

tbd

Other milestone dates:

tbd

FEE AND BILLING INFORMATION

Billing Format ☒ Stipulated Sum ☐ Hourly, Estimated ☐ Retainer

Total Fee for Limited Professional Services = \$123,450.00

Services for the scope above will be paid to the Architect per the following schedule:

Schematic Design Phase	Thirty percent (30%)
Design Development Phase	Thirty-five percent (35%)
Construction Documents Phase	Thirty-five percent (35%)
Procurement Phase	Hourly as Required
Construction Phase	Hourly as Required

Professional Services not described above will be considered Additional Services to be compensated at HOURLY RATES prevailing at the time of service.

The following are our current Standard Hourly Rates - 2024 (subject to change annually):

Registered Architect / Project Manager	\$175
Architectural Designer	\$120
Code Research	\$90
Production Support / Drafting	\$75

Payments to the Architect

I. Progress Payments

I.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or, in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

1.5% monthly interest rate

I.2 The Client shall not withhold amounts from the Architect's compensation to impose a penalty or

liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

I.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Client at mutually convenient times. The Fee does not include printing costs for submittals, building permits for construction purposes, or application fees. They shall be invoiced separately at 10% over actual cost.

SPECIAL CONDITIONS

None.



Andrew Tetrault.

Partner

von Euw Tetrault llc

513.500.0883

andrew@voneuwtetrault.com

Signature

Printed Name, Date

Client

Attachment: 240523_Lower Harbin ScopeFee (3978 : Engineering Consultant Contract for Lower Harbin Park Area)

ADDITIONAL TERMS AND CONDITIONS

Billings/Payments

Payment is expected 14 days after receipt of the invoice. von Euw Tetrault shall have the right to suspend/terminate services if payment is not paid or is returned for Insufficient Funds. Service Charge Fees from von Euw Tetrault's financial institution(s) will be billed directly to Client and payable immediately along with any unpaid balance. von Euw Tetrault shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay costs of debt collection, including reasonable attorney's fees.

Standard of Care

In providing services under this Agreement, the Architect will perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect will perform their services as expeditiously as is consistent with reasonable professional skill and care and with the orderly progression of the Designer's part of the Project. Regardless of any other term or condition of this Agreement, Architect makes no express or implied warranty of any sort.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation (ie: underground, subsurface, etc.). The Architect shall not be responsible for hidden conditions or any resulting additional expenses, damages or losses resulting therefrom. If the Architect has reason to believe that such a hidden condition may exist that may adversely impact the Project, the Client shall authorize and pay for all costs associated with the investigation and correction of such a condition. If the Client fails to authorize such investigation after such notification of a possible hidden condition by the Architect, the Architect shall not be responsible for any existing conditions not investigated, or any damages or losses resulting therefrom. The Architect shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials or substances of any form including, but not limited to mold, asbestos, lead, or polychlorinated biphenyl (PCB).

Indemnification

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, from and against any and all claims, damages, losses or costs (including reasonable attorneys' fees and defense costs) arising out of or in any way connected with the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Architect) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation (Limit of Liability)

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Architect, the Client agrees, to the fullest extent permitted by law, to limit the Architect's total liability to the Client, or anyone making claims through the Client, for any and all injuries, claims, damages, losses, expenses or claim expenses arising out of this Agreement, from any and all causes, shall not exceed the total amount of \$123,450.00. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to substantially perform their obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses. The Client may not terminate this Agreement for convenience without cause.

Ownership of Documents

All documents produced by the Architect under this Agreement, including electronic files are instruments of service and shall remain the property of the Designer and may not be used by this Client for any purpose/endeavor without the written consent of the Designer.

Dispute Resolution

Any claim or dispute between the Client and the Architect shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the State of Ohio.

Entire Agreement

This Agreement is the entire Agreement between the Client and the Architect It supersedes all prior communications, understandings and agreements whether oral or written. Any additions or changes to this agreement must be in writing and agreed to by both parties.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT
WITH VON EUW TETRAULT FOR FINAL ENGINEERING AND DESIGN OF THE
LOWER HARBIN PARK AREA AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to execute a contract with Von Euw Tetrault for final engineering and design of the lower Harbin Park area in accordance with the contract on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that design continue so that this project can be bid yet this calendar year; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____	_____
		Mayor's Approval	
Posted	_____		
First Reading	_____	Rules Suspended	_____
Second Reading	_____	Emergency	_____
Third Reading	_____		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\VON EUW TETRAULT-ORD

Attachment: VON EUW TETRAULT-ORD (3978 : Engineering Consultant Contract for Lower Harbin Park Area)



City Council Ordinance
Regular Meeting - June 10, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail

Legislation Title:

Ordinance to authorize the City Manager to execute a contract with Choice One Engineering for the design of the Pleasant Avenue Multiuse Trail and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter contract with Choice One to design the improvements for the Pleasant Avenue Multiuse Trail and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to enter into the attached agreement with Choice One Engineering to design the improvements to add an active transportation network component for the Pleasant Avenue multiuse trail. This trail will be approximately 6,800 feet of new trail on the west side of Pleasant Avenue between Hunter Road and Wessel Drive. This trail would create a path to be accessed directly by a considerable portion of the City's residential population without driving, connect a trail to the Town Center and allow for future expansion to other sections of the City.

The Public Works Department advertised this engineering on ODOT's website for consultant services and received multiple proposals. The Public Works Department scored the submittals from each consultant and selected Choice One through a quality-based selection process. Attached is the negotiated fee schedule.

The City received a grant from the Ohio Kentucky Indiana Regional Council of Governments for this project.

With the approved funding, this project would bid in 2026/2027.

The project is programmed in the current 2024-2028 CIP as 4PW35. OKI will be funding approximately 70% of the project's construction (\$1,738,290). The estimated total cost of construction for this project is approximately \$2,483,271. The engineering and right of way acquisition for this project will be 100% local funding.

This multiuse trail is supported by the City's development of Fairfield Connects, the City's active transportation plan.

\$400,000 from 4PW35 Pleasant Avenue Multiuse Path Engineering and \$40,000 from 4PW36 Great Miami River Trail Multiuse Path Engineering.

Financial Impact:

\$440,000.00 in total funding (\$387,011.09 base services, \$52,988.91 for if-authorized tasks and contingencies) from the Active Transportation Fund.

Emergency Provision Explanation:

A suspension of rules and immediate adoption as well as an emergency provision is being requested to schedule surveying as soon as possible and start moving through the federal process for engineering and environmental documentation.

Rule Suspension Requested:

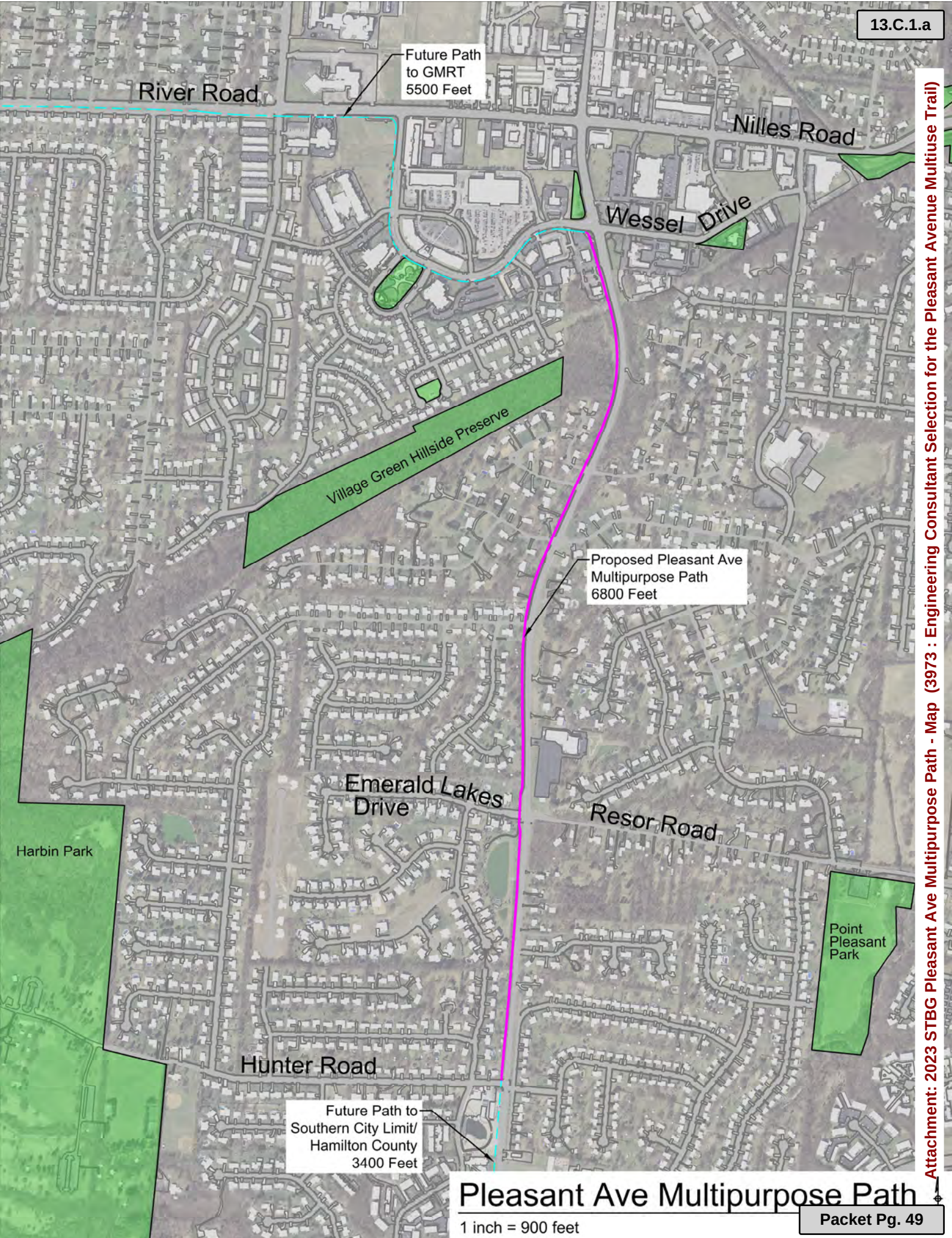
Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2023 STBG Pleasant Ave Multipurpose Path - Map
2. 2024-05-23_AgreementPleasant
3. 20231017_PR_OKI-GrantAwards
4. CHOICE ONE ENGINEERING-ORD



Attachment: 2023 STBG Pleasant Ave Multipurpose Path - Map (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

Pleasant Ave Multipurpose Path

1 inch = 900 feet

**Date**

May 23, 2024

Attention

Nick Dill, P.E.
City Engineer
ndill@fairfield-city.org

Address

City of Fairfield
8870 N. Gilmore Road
Fairfield, OH 45014

Subject

Agreement for Professional Services
BUT-US 127-0.61, Pleasant Avenue Shared-Use Path (PID 120879)
BUT-FAI-2403

Dear Mr. Dill:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Pleasant Avenue Shared-Use Path (PID 120879) Project.

This Agreement is by and between the City of Fairfield, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 108 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

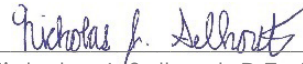
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

City of Fairfield

Authorized Signature

Date

Choice One Engineering Corporation



Nicholas J. Selhorst, P.E., Project Manager

5/23/2024

Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

Scope of Services

Project Snapshot

Choice One intends to provide construction plans for the installation of a separated shared-use asphalt path on Pleasant Avenue in the City of Fairfield, Ohio.

Project Details

- See attached exhibit for exact project area between Hunter Road and Wessel Drive. Project length approximately 7000'.
- Plans will be designed to ODOT and City of Fairfield standards. Project is Local Let.
- An abbreviated feasibility study will be submitted to the City and to ODOT that shows the preliminary alignment. The intent is to get high level comments from ODOT ahead of Stage 1.
- The stone wall near Hunter Road is to not be disturbed and design will reflect that. Choice One subconsultant LJB will propose several structural solutions along the roadway between this wall and Pleasant Avenue as part of the feasibility study. Once the solution is agreed upon, final plans and quantities will reflect that.
- Path will be asphalt and separated from the roadway by curb or a curb lawn along the entire project route. Path width will be 11' in most areas but down to 8' in constrained areas. The path will have 2' graded shoulders on each side.
- Existing roadway striping on Pleasant Avenue will be modified in some stretches to utilize existing pavement and shift vehicles more to the east. A two-way left turn lane will be striped instead of two southbound through lanes, and lane width and shoulder width will be reduced. A design exception will be needed for this.
- Stormwater BMP will be designed to be vegetated filter strips where possible and a water quality structure in areas that filter strips can't be utilized.
- Storm sewer will be added as necessary if roadway curb is added or shifted. The intent is to replace as little storm as possible.
- Existing profile of Pleasant Avenue will be followed. The intent is not to reconstruct any portion of the roadway.
- Posted speed is 35 mph. Design speed will be 40 mph for road and 15 MPH for SUP.
- Signs will be replaced along the project route.
- Curb ramps will be replaced at all intersections.
- Existing signals at Evalie and Emerald Lake will be modified to accommodate new shared use path and new push buttons to meet current standards.
- A topographic survey will be performed by Choice One for the entirety of the project. Previously, Choice One already completed the boundary resolution for this corridor but did not do any topo as part of that.
- Maintenance of traffic will be handled with general notes and ODOT standard drawings. No detour should be needed as one lane of traffic should stay open during construction. Short closures may be necessary for various reasons. Local traffic maintained.
- Choice One will contact affected utility companies directly to request basemaps to confirm the utilities marked by OUPS. Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary.
- Geotechnical report and recommendations will follow ODOT GB1 for roadways and will be done by Choice One subconsultant (Terracon).
- Environmental document will be compiled by Choice One subconsultant (Clune).
- A budget for R/W plans and acquisition is included in this initial scope that assumes 16 parcels are needed to be acquired. Price will adjust as necessary based on final design and actual number of parcels.
- Public bidding procedures and daily construction observation will be handled by City staff. A construction administration phase for Choice One to assist with some items during construction is included in this scope.

"Choice One will conduct services as set forth in the LPA Scope of Services Form from the Scope of Services Meeting on 03/18/2024 (copy attached); and as described further in detail in this agreement, and as defined in the Ohio Department of Transportation's Specifications for Consulting Services, 2019 Edition."

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- c. Field reconnaissance and traverse of existing monumentation.
- d. Identify visible features from 20' beyond right-of-way for both sides including utilities and drainage.
- e. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route has already been completed by Choice One as part of a previous project to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

2. Construction Plans

- a. Design construction plans to include:
 - i. Title Sheet
 - ii. Schematic Plan
 - iii. Site Plan
 - iv. Typical Sections
 - v. General Notes and Details
 - vi. Intersection Details, including curb ramp blow up details.
 - vii. Quantity Summary and Engineer's Estimate
 - viii. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - ix. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
 - x. Maintenance of Traffic Notes and Standard Drawings
 - xi. Traffic Signalization Notes and Sheets
 - xii. Traffic Control Plan
 - xiii. Soil Boring Profiles
- b. Submit abbreviated feasibility study to ODOT and City ahead of Stage 1.
- c. An Ohio EPA Notice of Intent (NOI) will be needed. Fees paid by Client.
- d. Submit Stage 1, Stage 2, Stage 3, and Final Tracings to the City and ODOT for review and approval. An Engineer's Estimate will be submitted with each stage.
- e. Field walk project area with City staff between Stage 1 and Stage 2 submittals.
- f. Storm sewer calculations, including piping calculations, spread/inlet spacing calculations, and stormwater BMP calculations.
- g. Utility coordination

3. Geotechnical Report

- a. See attached scope from Terracon for the geotechnical report and recommendations on this project. Please note the boring spacing follows ODOT guidelines for roadways (400' spacing).

4. Environmental Document (by Clune)

- a. See attached scope from Clune Consulting for the various environmental items that may be needed. They are listed into base scope and "if authorized" items.

5. Structural Design and Maintenance of Traffic (by LJB)

- a. See attached scope by LJB. Choice One intends to utilize LJB for the maintenance of traffic portion of the entirety of the plans and the structural design for the solution near Hunter Road that will avoid the existing stone wall.

6. ODOT R/W Plans

- a. Prepare a set of right-of-way plans to conform to the requirements of ODOT. Fees for preparation are based on acquisition by the City of Fairfield of up to 16 takes (permanent or temporary). The set of right-of-way plans will include the following:
 - i. Legend Sheet
 - ii. Centerline Plat
 - iii. Property Map (Showing Total Tract)
 - iv. Summary of Parcels
 - v. Right-of-Way Detail Sheets (scale 1" = 20')
 - vi. ODOT Form Legal Descriptions

7. R/W Acquisition (by OR Colan)

- a. See attached scope for a R/W acquisition budget from OR Colan. Final scope will be determined once the number of parcels needed for acquisition and the types of acquisition are more known (Stage 1 Plans timeframe).

8. Construction Administration Services

- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Attend preconstruction meeting and provide minutes to attendees.
 - ii. Administrate plan interpretation for contractor and Client during construction, as required.
 - iii. Attend meetings or visit the construction site at the request of the Client with contractor.
 - iv. Review and approve pay requests.
 - v. Process necessary change orders.
 - vi. Review site/civil shop drawings.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Sanitary Sewer Design
2. Waterline Design
3. Construction Layout Staking
4. Easement and Right-of-Way Plats or Descriptions
5. Construction Bidding Procedures
6. Record Drawings

Client Responsibilities

- Payment of all related fees.
- Provide any available existing plans.
- Execute necessary R/W and easements.
- Provide timely decisions to keep design work on schedule.
- Provide owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Topographic Survey	\$14,500.00
Construction Plans	\$253,815.00
Geotechnical Report (Terracon)	\$43,969.00
Environmental Document Items 1 -4 (Clune)	\$19,435.09
Structural Design and Maintenance of Traffic (LJB) – Base Scope	\$55,292.00
Total	\$387,011.09

"If Authorized" Items

Environmental Document Items 5-8 (Clune)	\$25,665.27 budget
Structural Design Alternatives 1-3 (LJB)	\$86,068.00 budget
ODOT R/W Plans	\$80,000.00 budget
R/W Acquisition (OR Colan)	\$133,850.00 budget
Construction Administration Services	Hourly Upon Request (\$2,000 budget)

Schedule

Choice One will follow the attached modified Ellis schedule, assuming we received a signed agreement by June 19, 2024.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.

Project area. West side of Pleasant Avenue between Wessel and Hunter

Attachment: 2024-05-23 AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse

SCOPE OF SERVICES

A. Project Identification

County	BUT	Route	US 127	Section	0.61 Pleasant Ave
Project sponsor / Maintenance responsibility:			City of Fairfield		
Local Let	X		ODOT Let		
Scope field review:	3/18/2024		Scope meeting:		
Highway Functional Classification		Principal Arterial			
PID	120879				
Fiscal Year	2027		Proposed Sale Date	11/02/2026	

B. Design Standard

AASHTO/ODOT (multi-modal design guide)/Fairfield (curb, utilities)

C. Project Description

Description of Proposed Improvements:					
Build a multi-use path on the west side of Pleasant Ave (US 127) between Hunter Road and Wessel Drive.					
Prior studies / plan (identify):		Fairfield Connects (local AT Plan), 2023 and 2024 Pleasant Ave. Improvements Plans, 2024 Pleasant Ave. R/W Resolution			
Estimated Project Length: (begin pavement to end pavement including bridge)				6850'	
Work Length: (including project length & approach work)			7000'		
Alignment:	Existing		New	X (path)	
Profile:	Existing		New	X (path)	
Logical Termini: (w/explanation)		Intersections of Pleasant Ave. (US-127)/Hunter Road and Pleasant Ave. (US-127)/Wessel Drive.			

D. Typical Sections

Existing (multi-use path):

Width:	Pavement		Graded Shoulder		Treated Shoulder	
R/W	Varies					
Bridge:	face to face of rails			or toe to toe of parapets		
Curbs	Yes	X	No			
Curb ramps	Yes	X	No			
Sidewalks	Yes	X	No		Comment	
Guardrail	Yes	X	No		Type	Type 5

Proposed (multi-use path):

Width:	Pavement	8'-11'	Graded Shoulder	2'	Treated Shoulder	
Bridge						
Median:	Yes		No	X	Type	
Curbs:	Yes	X	No		Type	Type 2, 3, 6
Curb ramps:	Yes	X	No	ADA Compliant		
Sidewalks	Yes	X	No		Comment	8'-11' wide shared-use path
Guardrail	Yes	X	No		Type	MGS w/ Type E Anchors. 4 ft needed from curb to face of rail if curbed

Supplemental Information

ADT	20,150	Design ADT	
DHV		Certified Traffic	
T24			
Design Speed	40 (15 for SUP)	Legal Speed	25/35
Comments:	Pleasant Ave traffic info. Design designations needed for work on Pleasant Ave. ODOT will check our system. Path design speed is		

E. Right-of-Way

Right-of-Way Plan:	Yes	X	No	
Approximate Number of Parcels:	12			
Known relocations:	Yes		No	X
Railroad Involvement:	Yes		No	X

Railroad Name:	n/a					
Encroachments:	Stone wall north of Hunter, DND					
Airway Highway Clearance:	Yes	X	No		Remarks	
Airport Name	Butler County Regional Airport					
Comments:	2.65 miles to project					

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone	Yes	X	No		Name of Company	Altafiber
Cablevision	Yes	X	No		Name of Company	Spectrum/Charter
Power	Yes	X	No		Name of Company	Duke

Buried:

Phone	Yes	X	No		Name of Company	Altafiber	
Cablevision	Yes	X	No		Name of Company	Spectrum/Charter	
Power	Yes		No		Name of Company		
Gas	Yes	X	No		Name of Company	Duke	
Pipelines:	Yes	X	No		Name of Company	Texas Gas	
Water	Yes	X	No		Private	Public	Fairfield
Sanitary Sewer	Yes	X	No		Private	Public	Fairfield
Storm Sewer	Yes	X	No		Private	Public	Fairfield
Other	Duke Communications, Verizon/MCI						
Comments	Ensure that there is enough R/w for utility relocations. Best to avoid transmission lines.						

G. Structure Requirements – N/a

H. Design Exception(s) required

Yes	X	No		Explain	12 ft thru lanes (1ft shoulder w/ curb) for the national truck network. Will need to do some truck tracking analysis for this. Reach out if you cannot comply with the MMDG.
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I. Traffic Control

Signing:	Yes	X	No		Remarks	
Striping:	Yes	X	No		Remarks	Should need 12 ft thru lanes since federal aid primary route (national truck network).
Lighting:	Yes		No	X	Remarks	
Signals:	Yes	X	No		Remarks	modify existing signalized crosswalks at Evalie and Resor/Emerald Lakes
RPM's:	Yes		No	X	Remarks	

J. Maintenance of Traffic

Detour	no	Part Width	yes
Remarks:	Two-way traffic on Pleasant to be maintained		

K. Driveways

Yes	X	No		Type	Asphalt residential, concrete residential
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L. Project Funding

Project Cost Estimate	\$2,483,271				
Quantity splits needed in plans to differentiate funding participation:	Yes		No	X	
Comments:	OKI CMAQ funds				
Coordination with Concurrent Projects Required:	Yes		No	X	
Comments:	Pleasant Ave Improvements Plan – re-striping plan (just part of this project)				

Cost Estimates:

	Total Federal Funds/Percent Split		Total Local Funds/Percent Split	
PE			\$350,000	100%
RIGHT OF WAY			\$50,000	100%
UTILITIES				100%
CONSTRUCTION	\$1,738,290	70%	\$744,981	30%
CONST ENGINEERING			\$173,829	100%
TOTAL	\$1,738,290	56.9%	\$1,318,810	43.1%

M. Cost Recovery – N/a**N. Environmental**

Scope of the Proposed Action /Involvement with Resources:				
These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.				
	Not required	Required	Responsibility	Due Date
Tentative CE Level __C2__		X	City of Fairfield	
Purpose and Need Statement	X			
Section 106 Scoping Request Form		X	ODOT	
Cultural Resource Phase I		X	City of Fairfield	
Cultural Resource Phase II	X			
Cultural Resource Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recover Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation	X			
Recreational Boating	X			
Level 1 Ecological Survey Report		X	City of Fairfield	
Level 2 Ecological Survey Report	X			
Wetland Survey	X			
Section 9/Section 10 Stream	X			
404 NWP-Army Corps of Engineers		I.A.	City of Fairfield	Pending ESR results
404 PCN-Army Corps of Engineers	X			

404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			
Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	City of Fairfield	Follow OES CE guidelines
Public Involvement		X	City of Fairfield	
Public Meeting		I.A.	City of Fairfield	
RMR Screening		X	City of Fairfield	
RMR Assessment/Investigation	X			
Drinking Water Resources		X	City of Fairfield	Follow OES CE guidelines
Flood Plain/Flood Way		X	City of Fairfield	Follow OES CE guidelines
Underserved Populations		X	City of Fairfield	Follow OES CE guidelines
Noise Study		X	City of Fairfield	Follow OES CE guidelines
Air Quality Analysis		X	City of Fairfield	Follow OES CE guidelines

Asbestos Inspection Required:	Yes		No	X
Comment:				

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

Bat tree restriction dates

O. Roles / Responsibilities

Construction plan development:	Fairfield/ODOT Prequalified Consultant
Proposal/Specification Development:	Fairfield
LPA Agreement:	ODOT/ Fairfield
Form and preliminary legislation:	ODOT/ Fairfield
Advertising and award of contract:	Fairfield
Construction inspection:	Fairfield
R/W plan development:	Fairfield/ODOT Prequalified Consultant

R/W acquisition / appraisals:	Fairfield/ODOT Prequalified Consultant
Utility Coordination / Relocation:	Fairfield

P. Field Review

Date:	3/18/2024
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REPRESENTATIVES PRESENT: See attached attendance log.

Q. Other Comments

Curb Ramps: Not required since local-let but ODOT highly recommends curb ramp detail sheets, which should include: curb ramp type, widths, elevations including at grade breaks, slopes (running/cross/flare/counter) as percentages, curb ramp components (landing/ramp) specified, and a differentiation between the curb ramp pay item and the adjacent walk pay item as applicable. Start waiver process early if needed.
Geotechnical: ODOT standard SGE applies.
Hydraulics: Pavement Spread Calculations and storm sewer calculations are needed if curb is being added or if the shoulder width is changing where curb already exists. Culvert calculations are not needed if just extending the existing culvert that was mentioned. BMP are needed if the project EDA is greater than 1 acre. This project does not qualify for Narrow Vegetated Filter Strips since there is curb. <u>Design the BMP early</u> , because it could impact the R/w.
“Feasibility Study”: Designer should prepare and submit preliminary cross sections and path alignment(s) to ODOT for review and discussion in-lieu of a formal feasibility study. This is not meant to be a huge task, but more of a checkpoint during initial design to help avoid major comments at stage 1 plan review.

R. Schedule



MILESTONES

Project Information

PID	120879	Project Name	BUT US 127 0.61 Pleasant Ave
District	8	Locale	Butler
Project / Letting Type	Let / Local Let	Status	Active

Milestones

Milestone	Date	Completed	SFY(Qtr)	Construction Duration / Reservoir Year	Previous Lockdown	Current Lockdown	Next Lockdown
Initial Project Scope Complete	03/18/2024	Yes	2024(3)				
Authorized Design Consultant	05/10/2024	No	2024(4)	6/10/24			
NEPA Start Date	08/01/2024	No	2025(1)				
Feasibility Study - Submitted	08/01/2024	No	2025(1)	10/10/24			
Feasibility Study - Approved	08/30/2024	No	2025(1)	11/10/24			
Stage 1 Plans - Submitted	10/01/2024	No	2025(2)	12/20/24			
Preliminary R/W Review Submission - Submitted	10/01/2024	No	2025(2)	1/20/25			
Stage 1 Plans - Complete	11/01/2024	No	2025(2)	1/20/24			
Preliminary R/W Review Submission - Approved	11/01/2024	No	2025(2)	2/20/25			
Stage 2 Plans - Submitted	03/14/2025	No	2025(3)	4/18/25			
Compliance R/W Review Submission- Submitted	03/14/2025	No	2025(3)	4/18/25			
Stage 2 Plans - Complete	04/18/2025	No	2025(4)	5/18/25			
Compliance R/W Review Submission - Approved	04/18/2025	No	2025(4)	5/18/25			
Waterway Permit Determination - Submitted	04/25/2025	No	2025(4)				

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

Final R/W Plan Submission - Approved	05/01/2025	No	2025(4)	6/1/25
R/W Authorized	05/16/2025	No	2025(4)	6/16/25
Waterway Permit Determination - Complete	05/26/2025	No	2025(4)	
Environmental Document Submitted	07/01/2025	No	2026(1)	
Environmental Document Approved	08/01/2025	No	2026(1)	
404/401 Permits Submitted to Agencies	08/01/2025	No	2026(1)	
Stage 3 Plans - Submitted	10/01/2025	No	2026(2)	12/15/26
Stage 3 Plans - Complete	11/03/2025	No	2026(2)	1/15/26
404/401 Permits Received from Agencies	02/02/2026	No	2026(3)	
Final Tracings - Submitted	03/02/2026	No	2026(3)	4/2/26
Final Tracings - Complete	04/03/2026	No	2026(4)	5/3/26
R/W Acquisition Complete	05/15/2026	No	2026(4)	6/15/26
Local R/W Certification	06/01/2026	No	2026(1)	7/1/26
District R/W Certification	06/15/2026	No	2026(1)	7/15/26
Local Let PS&E Package to District	07/01/2026	No	2027(1)	8/1/26
Plan Package Received in C.O.	08/03/2026	No	2027(1)	9/3/26
Sale	11/02/2026	No	2027(2)	12/2/26
Award	01/04/2027	No	2027(3)	Reservoir Year:
Begin Construction	03/01/2027	No	2027(3)	
End Construction	11/01/2027	No	2028(2)	Estimated: 240

Print Page

Back

The Ohio Department of Transportation, 1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D, ODOT Director | Feedback | Ohio.gov



611 Lunken Park Dr.
Cincinnati, Ohio 45226
P (513) 321-5816
Terracon.com

May 14, 2024

Choice One Engineering Corp
203 West Loveland Avenue
Loveland, Ohio 45140

Attn: Mr. Nick Selhorst, P.E.
P: (513) 239-8554
E: nns@choiceoneengineering.com

RE: Proposal for Geotechnical Engineering Services
Pleasant Avenue Shared Use Path
BUT-US127-0.61 (PID 120879)
Pleasant Avenue between Hunter Road and Wessel Drive
Fairfield, Butler County, Ohio
Terracon Proposal No. PN1245177

Dear Mr. Selhorst:

We appreciate the opportunity to submit this proposal to Choice One Engineering Corp (Choice One) to provide Geotechnical Engineering services for the above-referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan
Exhibit F	Proposal for Geotechnical Exploration (Cost Estimate)

Exhibits C and E include details of our fees in accordance with the ODOT Project Development Process (PDP) and a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon

Brent M. Langlois, P.E.
Senior Engineer

S. Taylor Taluskie, P.E.
Group Manager



Reference Number: PN1245177

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Choice One Engineering Corp ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Pleasant Avenue Shared Use Path (BUT-US127-0.61 LPA) project ("Project"), as described in Consultant's Proposal dated 05/14/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.



Reference Number: PN1245177

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: OTT Date: **5/14/2024**

Name/Title: **S. Taylor Taluskie / Group Manager**

Address: **611 Lunken Park Dr**
Cincinnati, OH 45226-1813

Phone: **(513) 321-5816** Fax: **(513) 321-0294**

Email: **Taylor.Taluskie@terracon.com**

Client: **Choice One Engineering Corp**

By: _____ Date: _____

Name/Title: **Nick Selhorst / Project Manager**

Address: **203 W. Loveland Ave**
Loveland, OH 45140

Phone: _____ Fax: _____

Email: **nns@choiceoneengineering.com**

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described in the Scope Narrative provided by Choice One, ODOT Specifications for Geotechnical Explorations (SGE) and the expected subsurface conditions as described below. We request the design team verify all information prior to our initiation of field exploration activities.

Project Information

Item	Description
Project Location	■ ODOT PID No. 120879 ■ The project is located on Pleasant Avenue between Hunter Road and Wessel Drive in Fairfield, Butler County, Ohio. ■ Approximately 1.3 miles ■ Latitude: 39.32846° ■ Longitude: -84.56064° ■ See Exhibit D
Project Description	The project consists of a new 8 to 11 feet wide shared-use path along the west side of Pleasant Avenue extending about 1.3 miles from Wessel Drive to Hunter Road. The new shared-use path will be constructed in place of the existing sidewalk and roadway shoulder. We understand the existing roadway may be narrowed in some areas to accommodate the new shared-use path. The purpose of our work will be to collect field and laboratory test data to support the evaluation of the existing subgrade along the proposed shared-use path alignment. No new structures are planned, thus our scope is limited to subgrade analysis.
Information Provided	■ Request for Qualifications (RFQ), dated April 8, 2024 ■ LPA Scope of Services Document
Existing Structures/Conditions	Pleasant Avenue is a 1- or 2-lane asphalt roadway and shoulder. The travel lanes are about 12 feet wide and the shoulder is about 3 feet wide. A concrete sidewalk exists along the west side of the road extending from Wessel Road approximately 1 mile south to Emerald Lake Drive where it terminates.



Item	Description
Site Access	The roadway is primarily in a residential setting with some commercial/retail businesses at intersections. We expect that the site, and all exploration locations, will be accessible with our track-mounted drilling equipment and support vehicles. Due to overhead lines along the west shoulder of the road, exploration locations will be situated on the westernmost lane of the roadway such that a safe distance from overhead lines can be maintained. For this reason, traffic control will be required to facilitate drilling in the roadway. Traffic control services will be subcontracted.
Expected Subsurface Conditions	Based on a review of archive borings available in ODOT's database and the USGS/NRCS soil survey, the subgrade soils below the existing pavement are expected to vary from silty/clayey soils to sandy/gravelly soils across the project limits. Some areas may encounter bedrock at shallow depths (i.e., within 7 to 8 feet of the top of the pavement).
ODOT Specifications	Ohio Specifications for Geotechnical Explorations (SGE)- 1/19/2024 Ohio Geotechnical Design Manual (GDM)- 1/19/2024



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing per ODOT’s Specifications for Geotechnical Explorations (SGE), engineering analyses, and reporting. These services are described in the following sections.

Field Exploration

Based on the SGE guidelines and the scope outlined in the LPA document, the proposed field exploration program will consist of the following.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
19	7.5 or auger refusal	West side of existing road or shoulder spaced approximately 400 feet apart.

- 1. Depth is from the top of of subgrade.
- 2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: The borings will be located using handheld GPS equipment with an estimated horizontal/vertical accuracy of +/-1 foot. The accuracy will depend on the impact of existing site features on satellite signal reception. Field measurements from existing site features may be utilized. If more precise elevations and boring locations are desired, we recommend the exploration locations be surveyed by a Professional Surveyor.

Subsurface Exploration Procedures: The borings will be advanced with a track-mounted drill rig using hollow stem augers. Samples will be obtained continuously below the existing pavement section using a split-barrel sampler in general accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer or Geologist. In addition, we will observe and record short-term groundwater levels during drilling and sampling.

Bedrock, if encountered, will be sampled by augering into the bedrock and overdriving the split-spoon sampler.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs,

Proposal for Geotechnical Engineering Services

Pleasant Avenue Shared Use Path | Fairfield, Butler County, Ohio
 May 14, 2024 | Terracon Proposal No. PN1245177



prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Site Access: We anticipate a right-of-way (ROW) permit will be required to allow us to drill the borings and cut pavement cores within the existing ROW. Terracon will apply for the appropriate ROW permits from ODOT prior to commencing fieldwork. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00 am and 4:00 pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Traffic Control: Traffic control will be required during the field exploration. This proposal is based on the assumption that the southbound travel lane can be closed temporarily. Traffic control services will be subcontracted.

Property Disturbance: The pavement will be repaired, and borings backfilled per the ODOT SGE. Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, some disturbance will occur such as rutting of the ground surface in the shoulders. Our services do not include repair of the site beyond backfilling our boreholes and patching pavements. Excess auger cuttings will be dispersed/spread on the grass shoulder adjacent to each borehole.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the Ohio Utility Protection Service (OUPS). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to the field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility clearance services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent

Proposal for Geotechnical Engineering Services

Pleasant Avenue Shared Use Path | Fairfield, Butler County, Ohio
 May 14, 2024 | Terracon Proposal No. PN1245177



that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

Unless noted otherwise, private utility locating services will be by non-invasive means, such as GPR and EM. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service by Terracon would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata per the ODOT SGE. Laboratory testing will consist of full classification testing (moisture content, sieve, hydrometer and Atterberg limit tests) at a rate of 3 per boring. Moisture content will be tested on all cohesive samples. In addition, we have budgeted to perform 1 sulfate test per boring.

Our laboratory testing program includes examination of soil samples by an engineer or geologist. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with ODOT procedures.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer licensed in the State of Ohio. Our submittals (and fee breakdown) for this project will be done in general accordance with the ODOT Project Development Process (PDP). Based on this our submittals include the following:

- Stage 1- Design, Geotechnical Services, and Report (ODOT Task 2.7.D.A)
 - Field exploration, laboratory testing, and draft geotechnical exploration report
 - Completed applicable sections of the Geotechnical Design Checklists
 - Draft Geotechnical Profile Sheets (plan and profile sheets to be provided by Choice One at the correct scale)
- Stage 2- Finalize Geotechnical Exploration and Report (ODOT Task 3.3.K.A)
 - Updated geotechnical exploration report
 - Update Geotechnical Profile Sheets.
 - Certification of Review of the Stage 2 Plans
 - Completed applicable sections of the Geotechnical Design Checklists

Proposal for Geotechnical Engineering Services

Pleasant Avenue Shared Use Path | Fairfield, Butler County, Ohio

May 14, 2024 | Terracon Proposal No. PN1245177



- Stage 3- Disposition of Comments (ODOT Task 4.2)
 - Disposition of Stage 2 comments from ODOT
 - Final Geotechnical Profile Sheets.

The geotechnical engineering report will consist of written and graphical reports to provide the following:

- Project description
- Geology
- Field reconnaissance
- Subsurface exploration
 - Site Location and Exploration Plans
 - Subsurface exploration procedures
- Exploration Findings
 - Description of subsurface conditions
 - Stratification based on visual soil classification
 - Boring logs with field and laboratory data
 - Short-term groundwater levels observed during drilling
- Analysis and Recommendations
 - Subgrade preparation and earthwork recommendations
 - Subgrade stabilization analysis in accordance with Section 600 of the ODOT Geotechnical Design Manual (GDM)

Proposal for Geotechnical Engineering Services

Pleasant Avenue Shared Use Path | Fairfield, Butler County, Ohio

May 14, 2024 | Terracon Proposal No. PN1245177



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

Stage	Task	Estimated Fee
Stage 1	Design, Geotechnical Services, and Report (ODOT Task 2.7.D.A)	
	Field exploration, laboratory testing, and draft exploration report	
	- Includes subcontracted traffic control - Applicable sections of the - Geotechnical Design Checklists - Draft Geotechnical Profile Sheets	\$42,081
	Finalize Geotechnical Exploration and Report (ODOT Task 3.3.K.A)	
Stage 2	Finalize geotechnical report	
	Certification of Review of the Stage 2 Plans	\$1,335
	- Applicable sections of the Geotechnical Design Checklists - Updated Geotechnical Profile Sheets	
Stage 3	Disposition of Comments (ODOT Task 4.2)	
	Disposition of Stage 2	\$553
	Final Geotechnical Profile Sheets	

We will invoice monthly on a cost+ basis. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. The exception is for additional drilling footage or sampling needed during the field exploration to meet ODOT SGE requirements based on the actual conditions encountered. We will notify the client of any changes required to meet SGE requirements but will continue exploration, unless directed otherwise. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule

Proposal for Geotechnical Engineering Services
 Pleasant Avenue Shared Use Path | Fairfield, Butler County, Ohio
 May 14, 2024 | Terracon Proposal No. PN1245177



provided is inconsistent with your needs, please contact us so we may consider alternatives.

Task	Estimated Duration from Notice to Proceed except where noted ¹
Field Exploration	Stage 1 4 to 5 weeks - after notice to proceed (NTP)
Laboratory Testing	7 to 8 - after NTP
Geotechnical Engineering Report	9 to 10 - after NTP
Draft Geotechnical Profile Sheets	3 to 4 weeks - after receiving plan and profile sheets from Choice One in the correct scale
Final Geotechnical Exploration Report, Updated Geotechnical Profile Sheets, and Stage 2 Plan Review	Stage 2 1 to 2 weeks – after receiving comments
Final Geotechnical Profile Sheets and Stage 3 Plan Review	Stage 3 1 to 2 weeks – after receiving comments

1. Upon receipt of your notice to proceed, we will activate the schedule component of our *Client Portal* website with anticipated calendar days for the tasks above.

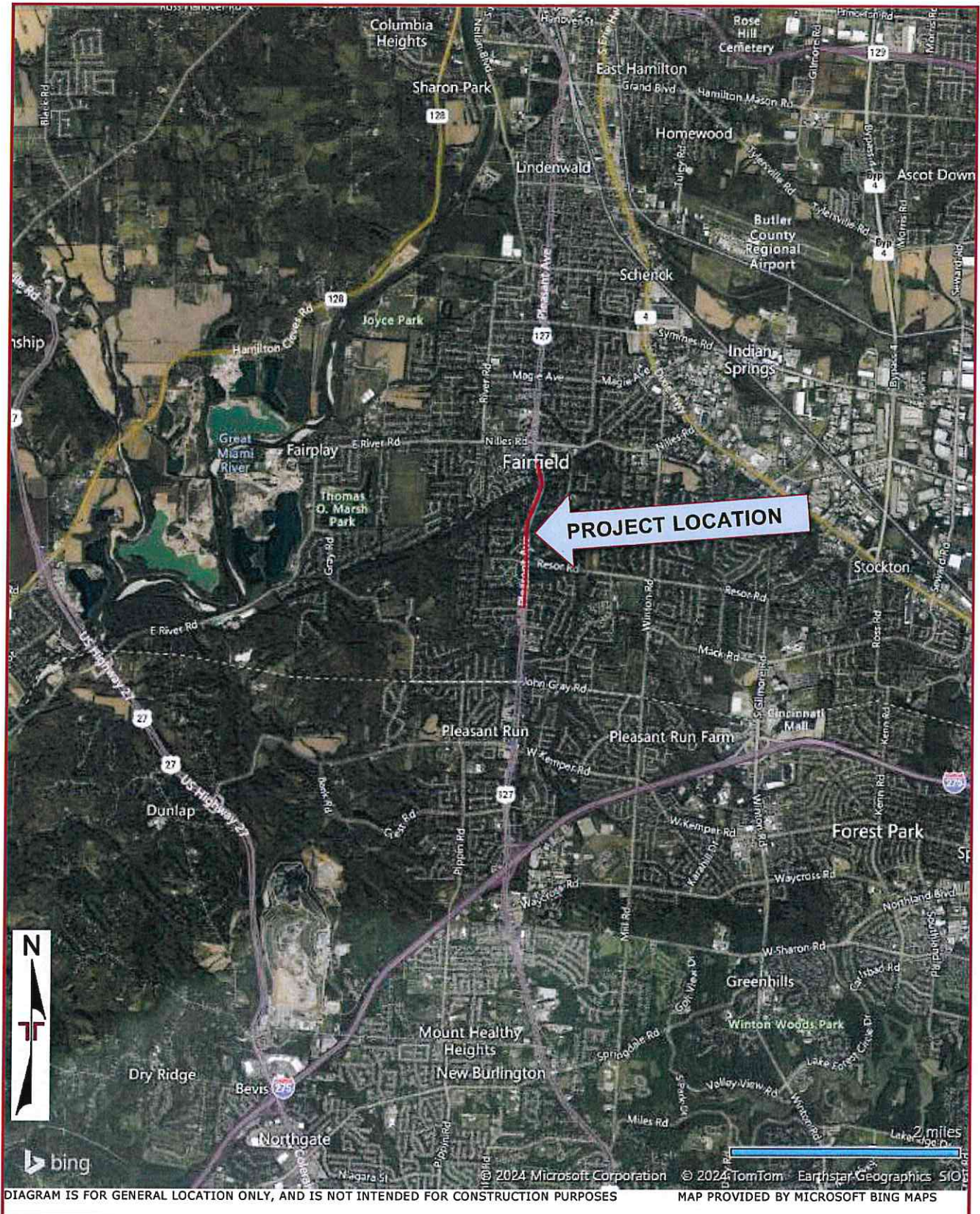
Proposal for Geotechnical Engineering Services

Pleasant Avenue Shared Use Path | Fairfield, Butler County, Ohio

May 14, 2024 | Terracon Proposal No. PN1245177



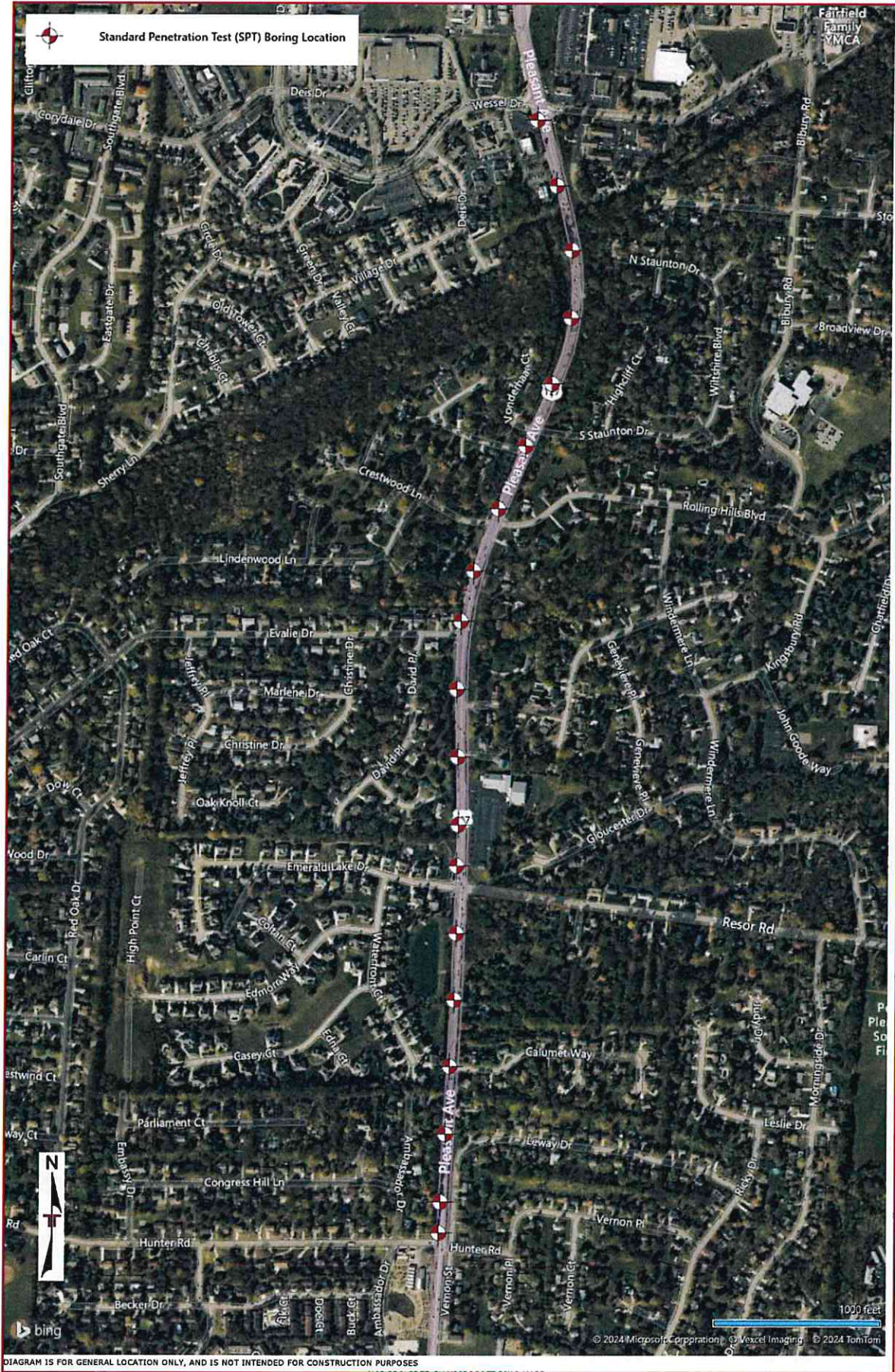
Exhibit D – Site Location



Attachment: 2024-05-23 AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)



Exhibit E – Anticipated Exploration Plan



Attachment: 2024-05-23 AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

Proposal for Geotechnical Engineering Services

Pleasant Avenue Shared Use Path | Fairfield, Butler County, Ohio

May 14, 2024 | Terracon Proposal No. PN1245177



Exhibit F - Proposal for Geotechnical Exploration (Cost Estimate)

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)



OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

BUT-US127-0.61

120879

Pleasant Avenue Shared-Use Path, 1.3 miles from Wessel Drive to Hunter Road

Terracon Consultants, Inc.

Prepared By: **Brent Langlois, P.E.**

Date prepared: **May 14, 2024**

Brent Langlois, P.E.
611 Lunken Park Drive
Cincinnati, OH 45226
office: (513) 321 5816
direct: (513) 612 9086
brent.langlois@terracon.com

GEOTECHNICAL EXPLORATION PROPOSAL COST SUMMARY										
C/R/S:	BUT-US127-0.61					Overhead Percentage =		199.72%		
PID NO.:	120879					ODOT Statewide Percentage for Net Fee =		157.25%		
CONSULTANT:	Terracon Consultants, Inc.					Net Fee Percentage =		11.00%		
DATE:	May 14, 2024					Cost of Money =		0.85%		
Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	\$41.00	6	\$246	\$491	\$2			\$70	\$809	
Field Reconnaissance	\$37.17	12	\$446	\$891	\$4			\$126	\$1,467	
Exploration Plan	\$44.33	3	\$133	\$266	\$1	\$70	\$0	\$38	\$508	
Subtotal	\$39.29	21	\$825	\$1,648	\$7	\$70	\$0	\$234	\$2,784	6%
Avg. Rate										
FIELD COORDINATION										
Field Coordination	\$39.93	14	\$559	\$1,116	\$5	\$35		\$158	\$1,873	4%
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0	0%
Subtotal	\$39.93	14	\$559	\$1,116	\$5	\$35		\$158	\$1,873	
Avg. Rate										
FIELD EXPLORATION										
Subtotal							\$0		\$10,820	25%
LABORATORY TESTING										
Subtotal							\$0		\$14,155	32%
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	\$38.63	98	\$3,786	\$7,561	\$32	\$0	\$0	\$1,071	\$12,450	
Bridge	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Other Structures (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Geohazard (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Stage 2 Plan Review	\$40.60	10	\$406	\$811	\$3		\$0	\$115	\$1,335	
Final Plan Review	\$42.00	4	\$168	\$336	\$1		\$0	\$48	\$553	
Subtotal	\$38.93	112	\$4,360	\$8,708	\$36	\$0	\$0	\$1,234	\$14,338	33%
Avg. Rate										
GRAND TOTAL ALL PARTS										Cost per foot*
Total	\$39.07	147	\$5,744	\$11,472	\$48	\$104	\$0	\$1,626	\$43,969	\$286
Avg. Rate										

*Cost per foot does not include sub-contracted traffic maintenance

GEOTECHNICAL EXPLORATION PROPOSAL				LABOR HOURS						
C/R/S :	BUT-US127-0.61	HOURLY RATES								
PID NO.:	120879	<u>Personnel Category</u>			<u>Salary Rate</u>					
CONSULTANT:	Terracon Consultants, Inc.	Manager, P.E.			\$53.00					
DATE:	May 14, 2024	Project Engineer, P.E.			\$40.00					
		Staff Engineer			\$35.00					
		CADD Technician			\$35.00					
		Field Supervisor			\$48.00					
		Technician			\$30.00					
		Geologist			\$35.00					
		Secretary			\$30.00					
HOURS BY PERSONNEL CATEGORY										
Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	1	2	1	0	1	0	0	1	6	\$24
Field Reconnaissance	0	0	10	0	2	0	0	0	12	\$44
Exploration Plan	1	2	0	0	0	0	0	0	3	\$13
Subtotal	2	4	11	0	3	0	0	1	21	\$82
FIELD COORDINATION										
Field Coordination	1	6	4	0	2	0	0	1	14	\$55
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$
Subtotal	1	6	4	0	2	0	0	1	14	\$55
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	12	32	22	28	0	0	0	4	98	\$3,781
Bridge	0	0	0	0	0	0	0	0	0	\$
Other Structures (describe)	0	0	0	0	0	0	0	0	0	\$
Geohazard (describe)	0	0	0	0	0	0	0	0	0	\$
Stage 2 Plan Review	2	4	0	4	0	0	0	0	10	\$400
Final Plan Review	1	2	0	1	0	0	0	0	4	\$160
Subtotal	15	38	22	33	0	0	0	4	112	\$4,361
LABOR TOTAL ALL PARTS	Total	18	48	37	33	5	0	6	147	\$5,744

GEOTECHNICAL EXPLORATION PROPOSAL			FIELD EXPLORATION			
C/R/S :	BUT-US127-0.61					
PID NO.:	120879					
CONSULTANT:	Terracon Consultants, Inc.					
DATE:	May 14, 2024					
Task	Quantity	Unit	Unit Cost	Cost	Task Description	
Mobilization/Demobilization	1	lump	\$2,000.00	\$2,000	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.	
				Subtotal	\$2,000	
Traffic Maintenance						
Traffic Control					Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones	
	3	days	\$1,088.00	\$3,264		
		days		\$0		
		days		\$0		
				Subtotal	\$3,264	
Subsurface Exploration						
Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.						
Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method						
Hand Sampling						
Method Description		feet		\$0		
Method Description		feet		\$0		
Test Pits		each		\$0	Includes all equipment and personnel to excavate, sample, log and backfill test pit	
Pavement/Bridge Deck Coring						
Core Diameter		in.			Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.	
		each		\$0		
Core Diameter		in.				
		each		\$0		
Truck/ATV/Trailer Mounted Rotary Drilling						
Number of Drill Rig Days		3	days		Includes all methods of rotary drilling on land, except skid rig	
Total Soil Footage (ft)		142.5	48 ft/day			
Total Rock Footage (ft)		0	0 ft/day			
No Sampling		feet		\$0		
5-ft SPT		feet	\$22.00	\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery	
2.5-ft SPT		feet	\$26.00	\$0		
Continuous SPT		142.5	feet	\$32.00		\$4,560
Undisturbed Samples		each	\$62.00	\$0		
Rock Coring		feet	\$50.00	\$0		
Permanent Borehole Sealing		feet	\$8.00	\$0		
Skid Drilling						
Number of Drill Rig Days			days		Includes press, preservation, transport, and extraction, minimum 50% recovery	
Total Soil Footage (ft)		0	0 ft/day			
Total Rock Footage (ft)		0	0 ft/day			
No Sampling		feet		\$0		
5-ft SPT		feet		\$0		
2.5-ft SPT		feet		\$0		
Continuous SPT		feet		\$0		
Undisturbed Samples		each		\$0		
Rock Coring		feet		\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery	
Permanent Borehole Sealing		feet		\$0		
Barge Drilling						
Number of Drill Rig Days			days		Includes press, preservation, transport, and extraction, minimum 50% recovery	
Total Soil Footage (ft)		0	0 ft/day			
Total Rock Footage (ft)		0	0 ft/day			
5-ft SPT		feet		\$0		
2.5-ft SPT		feet		\$0		
Continuous SPT		feet		\$0		
Undisturbed Samples		each		\$0		
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0	Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)	
Barge			days			\$0
Other Exploratory Methods						
Method Description			days		CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.	
			days			\$0
Method Description			days		\$0	
In-situ Testing						
Test:			days		Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction	
			days			\$0
Test:			days			\$0
Installation/Reading of Geotechnical Instruments						
Open Standpipe Piezometer		feet		\$0	Excludes cost of drilling - present above. Includes all material and labor for installation	
Monitoring Well		feet		\$0		
Inclinometer		feet		\$0		
Misc (describe)					pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.	
		each		\$0		
Instrument Readings		trips		\$0	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction	
				Subtotal	\$4,560	
Direct Costs						
Drill Crew Meals and Lodging		6	days	\$166.00	\$996	
Other (describe)					\$0	
				Subtotal	\$996	
FIELD EXPLORATION TOTAL ALL PARTS				Total	\$10,820	

GEOTECHNICAL EXPLORATION PROPOSAL			LABORATORY TESTING					
C/R/S :	BUT-US127-0.61							
PID NO.:	120879							
CONSULTANT:	Terracon Consultants, Inc.							
DATE:	May 14, 2024							
	Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
		AASHTO	ASTM					
Soil Testing								
	Complete Classification	Multiple	Multiple	57	each	\$199	\$11,343	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
	Water Content Test and Visual Description	T265	D2216	38	each	\$16	\$589	Visual Description per SGE Section 602
	Particle Size Analysis - Sieve Only	T88	D422	0	each	\$86	\$0	As modified per SGE Section 603.3
	Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0	each	\$113	\$0	As modified per SGE Section 603.3
	Liquid Limit Test	T89	D4318	0	each	\$44	\$0	As modified per SGE Section 603.3
	Plastic Limit Test	T90	D4318	0	each	\$43	\$0	As modified per SGE Section 603.3
	Organic Content by Loss on Ignition	T267	D2974	0	each	\$60	\$0	
	Soil Unconfined Compression Test	T208	D2166	0	each	\$91	\$0	
	Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0	1 point	\$193	\$0	
	Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	0	3 points	\$1,032	\$0	
	One-Dimensional Consolidation Test	T216	D2435	0	each	\$585	\$0	
	Specific Gravity Test	T100	D854	0	each	\$76	\$0	
	Direct Shear Test	T236	D3080	0	3 points	\$580	\$0	
	Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	19	each	\$117	\$2,223	
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal							\$14,155	
Rock Testing								
	Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	0	each	\$110	\$0	
	Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0	each	\$243	\$0	
	Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	\$75	\$0	
	Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	\$278	\$0	
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal							\$0	
LABORATORY TESTING TOTAL ALL PARTS							Total	\$14,155

GEOTECHNICAL EXPLORATION PROPOSAL		DIRECT COSTS			
C/R/S :	BUT-US127-0.61				
PID NO.:	120879				
CONSULTANT:	Terracon Consultants, Inc.				
DATE:	May 14, 2024				
Task		Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING					
Mileage (field marking,recons)		120	mile	\$0.58	\$69.60
(describe)		0		\$0.00	\$0.00
(describe)		0		\$0.00	\$0.00
Subtotal					\$69.60
FIELD COORDINATION					
Field Coordination					
Meals and Lodging		0	day	\$0.00	\$0.00
Mileage		60	mile	\$0.58	\$34.80
Permits		0	each	\$0.00	\$0.00
Dozer and Operator (site access and restoration)		0	hour	\$0.00	\$0.00
Site Restoration (not including Dozer)		0	site	\$0.00	\$0.00
Railroad Permits		0	each	\$0.00	\$0.00
Traffic control for boring layout		0	day	\$0.00	\$0.00
Other (describe)		0		\$0.00	\$0.00
Subtotal					\$34.80
Logging (If drilling is subcontracted)					
Meals and Lodging		0	day	\$0.00	\$0.00
Mileage		0	mile	\$0.58	\$0.00
Other (describe)		0		\$0.00	\$0.00
Subtotal					\$0.00
Subtotal					\$34.80
GEOTECHNICAL EXPLORATION REPORT					
(describe)		0		\$0.00	\$0.00
(describe)		0		\$0.00	\$0.00
Subtotal					\$0.00
DIRECT COSTS TOTAL ALL PARTS				Total	\$104.40



May 16, 2024

Nick Selhorst, P.E. Project Manager
Choice One Engineering
440 E. Hoewisher Road
Sidney, Ohio 45365

Re: Scope and Fee Proposal
BUT-US 127-0.61 Pleasant Ave, PID 120879

Mr. Selhorst:

Clune Consulting Services (CCS) is providing a proposal to prepare environmental studies for the proposed multiuse path project in the City of Fairfield, Butler County, Ohio.

Thank you for this opportunity to serve Choice One Engineering, the City of Fairfield, and ODOT District 8. Please feel free to contact me at (419) 305-0144 or via email at Nicole@CluneConsult.com to discuss or request additional information.

Sincerely,



Nicole A. Clune, P.E.
Owner/Principal

Attachments: Scope & Fee Proposal

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

PROPOSAL COST SUMMARY

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL
AND LABOR RATES FOR
BUT-US 127-0.61 Pleasant Ave, PID 120879

Proposal Date: 5/16/2024

CONSULTANT: Clune Consulting Services, LLC
PROJECT DESCRIPTION: Conduct environmental studies for the proposed multi-use path project in the City of Fairfield, Butler County, Ohio.

Average Overhead Rate = 157.79% (Net Fee Calc.)
Overhead Percentage = 129.26%
Net Fee Percentage = 11.00%
Cost of Money = 0.00%

Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Environmental Activities									
Environmental Studies and Document									
1. C2 Environmental Document	\$45.50	32	\$1,456.00	\$1,882.03	\$0.00	\$0.00	\$0.00	\$412.88	\$3,750.90
2. Level 1 Ecological Survey Report	\$33.67	60	\$2,020.00	\$2,611.05	\$0.00	\$679.72	\$0.00	\$572.81	\$5,883.58
3. Regulated Materials Review Screening	\$41.44	33	\$1,367.50	\$1,767.63	\$0.00	\$0.00	\$0.00	\$387.78	\$3,522.91
4. Public Involvement	\$46.36	14	\$649.00	\$838.90	\$0.00	\$386.00	\$0.00	\$184.04	\$2,057.93
5. Public Meeting - if authorized	\$56.17	60	\$3,370.00	\$4,356.06	\$0.00	\$1,584.30	\$0.00	\$955.63	\$10,265.99
6. Waterway Permit Determination Request - if authorized	\$46.40	20	\$928.00	\$1,199.53	\$0.00	\$0.00	\$0.00	\$263.15	\$2,390.68
7. 404 Pre-construction Notification- if authorized	\$55.66	38	\$2,115.00	\$2,733.85	\$0.00	\$0.00	\$0.00	\$599.75	\$5,448.60
8. Phase I History/Architecture Report - if authorized	\$75.50	2	\$151.00	\$195.18	\$0.00	\$0.00	\$7,171.00	\$42.82	\$7,560.00
Environmental Studies and Document Subtotal	\$46.55	259	\$12,056.50	\$15,584.23	\$0.00	\$2,650.02	\$7,171.00	\$3,418.85	\$40,880.60
Project Management Activities									
General Oversight	\$68.25	24	\$1,638.00	\$2,117.28	\$0.00	\$0.00	\$0.00	\$464.49	\$4,219.76
Project Management Activities Subtotal	\$68.25	24	\$1,638.00	\$2,117.28	\$0.00	\$0.00	\$0.00	\$464.49	\$4,219.76
(AVG.)									
Subtotal Authorized Items	\$43.75	163	\$7,130.50	\$9,216.88	\$0.00	\$1,065.72	\$0.00	\$2,021.99	\$19,435.09
Subtotal If Authorized Items	\$54.70	120	\$6,564.00	\$8,484.63	\$0.00	\$1,584.30	\$7,171.00	\$1,861.35	\$25,665.27
TOTAL	\$48.39	283	\$13,694.50	\$17,701.51	\$0.00	\$2,650.02	\$7,171.00	\$3,883.34	\$45,100.37

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

PROJECT NARRATIVE

Project Understanding

The City of Fairfield, in partnership with the Ohio Department of Transportation, is proposing a multi-use path project along U.S. 127 (Pleasant Avenue) in the City of Fairfield, Butler County, Ohio. The 8-11' proposed path will be constructed on the west side of Pleasant Avenue between Hunter Road and Wessel Drive as part of the Fairfield Connects Connectivity Master Plan. Permanent and temporary right-of-way will be required to complete this work. Construction is scheduled to begin in March 2027 and be completed by November 2027.

Based upon discussions with Choice One Engineering and ODOT District 8, the following tasks will be performed for the project.

Task 1: C2 Environmental Document

Task 2: Level 1 Ecological Survey Report (ESR)

Task 3: Regulated Material Review (RMR) Screening

Task 4: Public Involvement

Task 5: Public Meeting - If Authorized

Task 6: Waterway Permit Determination Request (PDR) - If Authorized

Task 7: Section 404 Pre-Construction Notification – If Authorized

Task 8: Phase I History/Architecture Report – If Authorized

Task 1: C2 Environmental Document

CCS will prepare a Level C2 Environmental Document for this project. All draft technical reports and related project information will be submitted electronically to the ODOT EnviroNet for review.

The CE preparation includes the following tasks:

- Project description
- Farmland Screening
- Literature search for Section 4(f)/6(f) properties
- FEMA Floodplain (FIRM) Mapping
- Environmental Justice documentation including census mapping (utilizing the current ODOT Environmental Justice Guidance)
- Literature search for Drinking Water Resources and associated plan notes

Assumptions:

- ODOT will complete any other studies not listed in this scope of work, including the Section 106 Scoping Request Form.

Task 2: Level 1 Ecological Survey Report (ESR)

CCS will conduct the necessary ecological investigations for completion of a Level 1 ESR, per the most recent ODOT Ecological Manual and all pertinent technical guidance documents. The ESR will be prepared utilizing the ODOT online Level 1 Ecological Survey Report form on EnviroNet, including all recommended mapping, plan sheets, data forms and worksheets.

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

Based on desktop review of potential resources and documentation provided by ODOT, CCS estimates the level of effort as a medium-level Ecological Survey Report, per the ODOT Consultant Fee Estimation Guidance. It is assumed the field survey can be completed in one day. CCS has included 10 hours for two field staff to drive to and from the site.

CCS will upload the GPS files of ecological resources to EnviroNet and email them to COE for the purpose of including these resources in plan sheets and ODOT's database.

Assumptions:

- Streams within the survey area will not require mussel reconnaissance/mussel surveys.
- COE will provide a digital shapefile of the worst-case construction limits prior to ecological field work, which CCS will use as a draft study area. The draft study area will be submitted to ODOT District 8 for approval prior to field work.
- CCS will calculate impacts to resources based on the work limits in the Stage 1 plans (expected 10/01/24).
- If no ecological resources are identified within the project area, CCS will complete an Ecological Exempt Form in EnviroNet in place of the Level 1 ESR.

Task 3: Regulated Materials Review (RMR) Screening

CCS will conduct an RMR Screening in accordance with the most recent ODOT RMR Manual. The RMR screening will include investigations of various sources and evaluations of properties within the project limits to assess project risks. Investigations can include review of mapping from USGS, current and historic aerial photographs, roadway maps, and the RMR Analysis Viewer.

Assumptions:

- CCS estimates a low level of effort per the ODOT Consultant Fee Estimation Guidance; with one (1) property in need of a Regulatory File Review, adding 8 hours per property.
- Deep excavation and permanent right-of-way may be needed for the project. If the locations of deep excavation and permanent right-of-way takes (including total takes) are known, the Designer will provide that information for inclusion in the report.

Task 4: Public Involvement

Under the direction of ODOT District 8 and in accordance with the most recent ODOT Public Involvement Manual and Public Involvement Toolbox, public involvement activities for the project will include Property Owner Notification Letters (PONLs), Project Notification Letters (PNLs), and a press release.

Property Owner Notification Letters

As necessary for preliminary field studies, CCS will prepare PONLs, also serving as right-of-entry letters, for property owners within the project area. The PONLs will discuss the proposed field work and potential project impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

Project Notification Letters

CCS will prepare PNLS that will be distributed to local schools, public services, and EMS providers. The PNLS will discuss the proposed project and potential impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

Press Release

CCS will prepare a Press Release, which will discuss the proposed project and potential impacts. The Press Release will be submitted to the City of Fairfield and subsequently ODOT District 8 for review. The city will be responsible for publishing the Press Release.

Assumptions:

- City of Fairfield staff will be listed as the point of contact on all Public Involvement materials and will provide branding for the materials.
- The City of Fairfield will be responsible for collecting and sending the responses to public comments.
- The City of Fairfield will provide all public comments and responses to comments for CCS to include as part of the C2 Environmental Document.

Task 5: Public Meeting – If authorized

If authorized, CCS will prepare materials for an in person public meeting, (open house format). The public meeting and materials will be prepared under the direction of the City of Fairfield, ODOT District 8, and in accordance with the current ODOT Public Involvement Manual and Public Involvement Toolbox.

Public Meeting Notifications

CCS will prepare the following materials to notify the public of the in-person and virtual open houses:

- Letter invitations and mailing list: for nearby property owners and stakeholders.
- Press Release: to be distributed by the City of Fairfield. CCS will prepare the draft news release.

CCS will submit all materials for the City of Fairfield / ODOT reviews and approvals. CCS will be responsible for mailing the invitations.

Public Meeting

CCS will prepare materials for one (1) in-person public meeting with an open house format (no presentation will be included).

- In-Person Public Meeting Preparations:
 - Meeting Handout (100 printed)
 - Comment Sheet (100 printed)
 - Sign-in sheets (5 printed)
 - Public notifications (see above)
- Attendance by 2 CCS personnel. *Eight (8) hours have been added for drive time to and from the meeting location.*

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

- After the public comment period has ended, CCS will compile all comments received in a Public Comment and Response Matrix. Responses to public comments will be drafted by COE/ City of Fairfield. The City of Fairfield will send CCS all submitted public comments to include in the Public Comment and Response Matrix and will be responsible for preparing and mailing responses to public comments.

Assumptions:

- COE will provide exhibits for the in-person public meeting.
- City of Fairfield staff will be listed as the point of contact on all Public Involvement materials and will provide branding for all public involvement materials.
- The City of Fairfield will maintain a Project Website that will serve as another avenue for public comment submittals.
- City of Fairfield staff will organize the venue for the in-person public meeting; associated rental costs are not included in this proposal.
- The City of Fairfield will be responsible for collecting and sending the responses to public comments.
- The City of Fairfield will provide all public comments and responses to comments for CCS to include as part of the C2 Environmental Document.
- The summary of public involvement activities will be documented by CCS via the PI Tab in the ODOT EnviroNet. A separate Public Engagement Summary will not be prepared.

Task 6: Waterway Permit Determination Request (PDR) – If Authorized

The purpose of the PDR is to request the ODOT-Office of Environmental Services (OES) Waterway Permits Unit to review proposed waterway impacts, determine the appropriate permitting and mitigation approach for the project, and apply a waterway permit when applicable.

If authorized, CCS will prepare the PDR form by following the current ODOT Waterway Permits Manual. Aquatic resources will be listed and impacts (including temporary and permanent fill types and quantities for each resource) will be calculated.

Assumptions:

- Worst case impacts will be calculated based on Stage 2 design plans.
- The Ordinary High Water Mark (OHWM) elevation of all streams that will be impacted will be provided by COE or the survey consultant.
- The PDR will address impacts to no more than 5 resources.
- The project is Local-Let and therefore does not require completion of a TAF Checklist.

Task 7: Section 404 Pre-Construction Notification- If Authorized

If authorized, CCS will prepare a Section 404 Pre-Construction Notification (PCN) application for the proposed project in accordance with the current ODOT Waterway Permit Manual. CCS will utilize the Permit Determination Request, project plans and the OES Permit Determination to prepare the necessary permit application. CCS will prepare the PCN utilizing USACE ENG Form 6082 for Nationwide Permit Pre-Construction Notifications. CCS will confirm whether to submit the application directly to the USACE or submit it to ODOT (via EnviroNet) for coordination.

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

Assumptions:

- The fee does not include hours for mitigation design.
- This proposal does not include coordination or application for individual permits.
- The PCN will address impacts to no more than 5 resources.
- The project will not include an on-site mitigation plan or conceptual and final mitigation plan.
- No more than two (2) revisions will be needed.
- No travel is included.

Task 8: Phase I History/Architecture Survey – if authorized

CCS has assigned this task to Lawhon & Associates. Please see their proposal in Appendix B, which describes the proposed work.

Project Management Activities: General Oversight

CCS has included project management time for general oversight, project set up and non-routine items not included in other scoped tasks.

LISTING OF SUBCONSULTANTS

<u>Subconsultant</u>	<u>Work Category</u>	<u>Total Proposed Amount</u>
Lawhon & Associates, Inc.	Environmental	\$7,171.00
Total Subconsultant Amount:		\$7,171.00

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

PROJECT SCHEDULE

Following is a suggested schedule for the submittal of the proposed tasks based on the Environmental Document Approval Date outlined in ELLIS:

ATP.....	June 2024
Public Involvement (PONLs).....	Three Weeks Prior to Field Work
Ecological Field Work	Summer/Fall 2024
Public Involvement (PNLs & Press Release)	October 10, 2024
Regulated Materials Review Screening	November 1, 2024
Level 1 Ecological Survey Report Submittal.....	December 31, 2024
C2 Environmental Document.....	July, 1, 2025

Dates may change if unexpected delays occur during project coordination, development of project plan sheets, right-of-way information and/or survey data availability, authorization or due to inclement weather/stream conditions.

Appendix A

**Scope of Services
Documents**

04-08-24 Posting Date
 BUT-US127-0.61
 PID No. 120879
 City of Fairfield
 Response Due Date: 04-29-24

Communications Restrictions

Please note the following policy concerning communication between Consultants and the City of Fairfield during the announcement and selection process:

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

Communications which are strictly prohibited:

Any discussions or marketing activities related to this specific project.

Allowable communications include:

Technical or scope of services questions specific to the project or RFP requirements.

Project Description

The services include preparation of construction contract plans for a shared use path on Pleasant Avenue between Hunter Road and Wessel Drive within the City of Fairfield in Butler County with a project length of approximately 1.30 miles. Right of Way Acquisitions Services may be required for approximately 12 parcels.

Estimated Construction Cost: \$2,483,271.00

Prequalification Requirements

Prequalification requirements for this agreement are listed below. For all prequalification categories other than FINANCIAL MANAGEMENT SYSTEM EVALUATION the requirement may be met by the prime consultant or a subconsultant.

Also, please note that only individuals (not firms) are prequalified for right of way acquisition services. In instances where prequalification for these services is required, a prequalified individual, either employed by the prime consultant or a subconsultant, must be named in order to meet the requirement.

For agreements that require prequalification in FINANCIAL MANAGEMENT SYSTEM EVALUATION, the prime consultant and **all subconsultants that provide engineering and design related services** must be prequalified in this category. Engineering and Design Related Services are defined as follows:

Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C 112(b)(2)(A); and

Professional services of an architectural or engineering nature, as defined by State law (ORC 5526), which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project to 23 U.S.C. 112(a) and defined in 40 U.S.C. 1102(2).

DESIGN SERVICES:

- Bicycle Facilities & Enhancement Design;
- Non-Complex Roadway Design;
- Complex Right of Way Plan Development;
- Geotechnical Engineering Services;
- Geotechnical Testing Laboratory;
- Geotechnical Field Exploration Services;
- Geotechnical Drilling Inspection Services;
- Basic Traffic Signal Design

ENVIRONMENTAL SERVICES:

- Environmental Document Preparation - CE;
- Environmental Document Preparation - Section 4(f);
- Ecological Surveys;
- Waterway Permits;
- Archaeological Investigations;
- History/Architectural Investigations;
- Regulated Materials Review
- Public Involvement - C1 and C2 Level CE

RIGHT OF WAY ACQUISITION SERVICES:

- Project Management for Right of Way Acquisition Services;
- Title Research;
- Value Analysis;
- Appraisal;
- Negotiation;
- Closing

FINANCIAL MANAGEMENT SYSTEM EVALUATION

Compliant with Federal Requirements (Prime consultant and subconsultants that provide engineering and design related services must meet this prequalification requirement)

Selection Subfactors

There are no selection subfactors for this project.

Contract Type and Payment Method

Lump Sum Agreement

Estimated Date of Authorization

It is anticipated that the selected Consultant will be authorized to proceed by July 2024.

Completion Schedule

Plan file date is July 2026.

Disadvantaged Business Enterprise (DBE) Participation Goal

None

Suspended or Debarred Firms

Firms included on the current Federal list of firms suspended or debarred are not eligible for selection.

Terms and Conditions

The Department's *Specifications for Consulting Services 2016 Edition* will be included in all agreements selected under this request for letters of interest.

Compliance with Title VI of the Civil Rights Act of 1964

The City of Fairfield, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

Selection Procedures

The City of Fairfield will directly select a consultant based on the Letter of Interest (LoI). The requirements for the LoI and the Programmatic Consultant Selection Rating Form that will be used to select the consultant are shown below.

Firms interested in being considered for selection should respond by submitting one (1) copy of the Letter of Interest to the following address **OR** emailing an electronic copy in pdf format **by 4:30 PM on the response due date** listed above.

Nicholas Dill, City Engineer
8870 N. Gilmore Rd.
Fairfield, OH 45014
Email: ndill@fairfieldoh.gov

Responses received after 4:30 PM on the response due date will not be considered.

Scope of Services

The Scope of Services document is included below.

Requirements for Letters of Interest, Programmatic Selection Process

A. Instructions for Preparing and Submitting a Letter of Interest

1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.
2. Letters of Interest shall be limited to ten (10) 8½" x 11" single sided pages plus two (2) pages for the Project Approach (Item B.5 below).
3. Please adhere to the following requirements in preparing and binding letters of interest:
 - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - b. Page numbers must be centered at the bottom of each page.
 - c. Use 8½" x 11" paper only.
 - d. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
 - e. Do not provide tabbed inserts or other features that may interfere with machine copying.

B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, their current prequalification categories and the percentage of work to be performed by each subconsultant.
3. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.
4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two pages Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards, procedures and guidance documents; 5) Innovative ideas; 6) Project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

Items 1 thru 4 must be included within the 10-page body of the Lol. Remaining space within the ten (10) pages may be utilized to provide personnel resumes or additional information concerning general qualifications.

Consultant Selection Rating Form
for
Programmatic Selections

Project:
PID:
Project Type: _____
District:
Selection Committee Members:

Firm Name:

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note 1, Exhibit 1	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note 2, Exhibit 1	
Firm's Current Workload/ Availability of Personnel	10	See Note 4, Exhibit 1	
Consultant's Past Performance	30	See Note 3, Exhibit 1	
Project Approach	25		
Total	100		

If Applicable: Adequate good faith efforts made to meet DBE goal Y/N

Exhibit 1 - Consultant Selection Rating Form Notes

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

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

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

As above, other agencies may be contacted.

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

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

4. The consultant's workload and availability of qualified personnel, equipment and facilities shall be ranked and scored on a relative, differential scoring type basis. The scoring shall consider quantifiable concerns regarding the ability of a firm (or firms) rated higher in other categories to complete the work with staff members named in the letter of interest.

SCOPE OF SERVICES

A. Project Identification

County	BUT	Route	US 127	Section	0.61 Pleasant Ave
Project sponsor / Maintenance responsibility:			City of Fairfield		
Local Let	X		ODOT Let		
Scope field review:	3/18/2024		Scope meeting:		
Highway Functional Classification		Principal Arterial			
PID	120879				
Fiscal Year	2027		Proposed Sale Date	11/02/2026	

B. Design Standard

AASHTO/ODOT (multi-modal design guide)/Fairfield (curb, utilities)

C. Project Description

Description of Proposed Improvements:					
Build a multi-use path on the west side of Pleasant Ave (US 127) between Hunter Road and Wessel Drive.					
Prior studies / plan (identify):		Fairfield Connects (local AT Plan), 2023 and 2024 Pleasant Ave. Improvements Plans, 2024 Pleasant Ave. R/W Resolution			
Estimated Project Length: (begin pavement to end pavement including bridge)				6850'	
Work Length: (including project length & approach work)			7000'		
Alignment:	Existing		New	X (path)	
Profile:	Existing		New	X (path)	
Logical Termini: (w/explanation)		Intersections of Pleasant Ave. (US-127)/Hunter Road and Pleasant Ave. (US-127)/Wessel Drive.			

D. Typical Sections

Existing (multi-use path):

Width:	Pavement		Graded Shoulder		Treated Shoulder	
R/W	Varies					
Bridge:	face to face of rails			or toe to toe of parapets		
Curbs	Yes	X	No			
Curb ramps	Yes	X	No			
Sidewalks	Yes	X	No		Comment	
Guardrail	Yes	X	No		Type	Type 5

Proposed (multi-use path):

Width:	Pavement	8'-11'	Graded Shoulder	2'	Treated Shoulder	
Bridge						
Median:	Yes		No	X	Type	
Curbs:	Yes	X	No		Type	Type 2, 3, 6
Curb ramps:	Yes	X	No	ADA Compliant		
Sidewalks	Yes	X	No		Comment	8'-11' wide shared-use path
Guardrail	Yes	X	No		Type	MGS w/ Type E Anchors. 4 ft needed from curb to face of rail if curbed

Supplemental Information

ADT	20,150	Design ADT	
DHV		Certified Traffic	
T24			
Design Speed	40 (15 for SUP)	Legal Speed	25/35
Comments:	Pleasant Ave traffic info. Design designations needed for work on Pleasant Ave. ODOT will check our system. Path design speed is		

E. Right-of-Way

Right-of-Way Plan:	Yes	X	No	
Approximate Number of Parcels:	12			
Known relocations:	Yes		No	X
Railroad Involvement:	Yes		No	X

Railroad Name:	n/a					
Encroachments:	Stone wall north of Hunter, DND					
Airway Highway Clearance:	Yes	X	No		Remarks	
Airport Name	Butler County Regional Airport					
Comments:	2.65 miles to project					

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone	Yes	X	No		Name of Company	Altafiber
Cablevision	Yes	X	No		Name of Company	Spectrum/Charter
Power	Yes	X	No		Name of Company	Duke

Buried:

Phone	Yes	X	No		Name of Company	Altafiber	
Cablevision	Yes	X	No		Name of Company	Spectrum/Charter	
Power	Yes		No		Name of Company		
Gas	Yes	X	No		Name of Company	Duke	
Pipelines:	Yes	X	No		Name of Company	Texas Gas	
Water	Yes	X	No		Private	Public	Fairfield
Sanitary Sewer	Yes	X	No		Private	Public	Fairfield
Storm Sewer	Yes	X	No		Private	Public	Fairfield
Other	Duke Communications, Verizon/MCI						
Comments	Ensure that there is enough R/w for utility relocations. Best to avoid transmission lines.						

G. Structure Requirements – N/a

H. Design Exception(s) required

Yes	X	No		Explain	12 ft thru lanes (1ft shoulder w/ curb) for the national truck network. Will need to do some truck tracking analysis for this. Reach out if you cannot comply with the MMDG.
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I. Traffic Control

Signing:	Yes	X	No		Remarks	
Striping:	Yes	X	No		Remarks	Should need 12 ft thru lanes since federal aid primary route (national truck network).
Lighting:	Yes		No	X	Remarks	
Signals:	Yes	X	No		Remarks	modify existing signalized crosswalks at Evalie and Resor/Emerald Lakes
RPM's:	Yes		No	X	Remarks	

J. Maintenance of Traffic

Detour	no	Part Width	yes
Remarks:	Two-way traffic on Pleasant to be maintained		

K. Driveways

Yes	X	No		Type	Asphalt residential, concrete residential
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L. Project Funding

Project Cost Estimate	\$2,483,271				
Quantity splits needed in plans to differentiate funding participation:	Yes		No	X	
Comments:	OKI CMAQ funds				
Coordination with Concurrent Projects Required:	Yes		No	X	
Comments:	Pleasant Ave Improvements Plan – re-striping plan (just part of this project)				

Cost Estimates:

	Total Federal Funds/Percent Split		Total Local Funds/Percent Split	
PE			\$350,000	100%
RIGHT OF WAY			\$50,000	100%
UTILITIES				100%
CONSTRUCTION	\$1,738,290	70%	\$744,981	30%
CONST ENGINEERING			\$173,829	100%
TOTAL	\$1,738,290	56.9%	\$1,318,810	43.1%

M. Cost Recovery – N/a**N. Environmental**

Scope of the Proposed Action /Involvement with Resources:				
These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.				
	Not required	Required	Responsibility	Due Date
Tentative CE Level __C2__		X	City of Fairfield	
Purpose and Need Statement	X			
Section 106 Scoping Request Form		X	ODOT	
Cultural Resource Phase I		X	City of Fairfield	
Cultural Resource Phase II	X			
Cultural Resource Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recover Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation	X			
Recreational Boating	X			
Level 1 Ecological Survey Report		X	City of Fairfield	
Level 2 Ecological Survey Report	X			
Wetland Survey	X			
Section 9/Section 10 Stream	X			
404 NWP-Army Corps of Engineers		I.A.	City of Fairfield	Pending ESR results
404 PCN-Army Corps of Engineers	X			

404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			
Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	City of Fairfield	Follow OES CE guidelines
Public Involvement		X	City of Fairfield	
Public Meeting		I.A.	City of Fairfield	
RMR Screening		X	City of Fairfield	
RMR Assessment/Investigation	X			
Drinking Water Resources		X	City of Fairfield	Follow OES CE guidelines
Flood Plain/Flood Way		X	City of Fairfield	Follow OES CE guidelines
Underserved Populations		X	City of Fairfield	Follow OES CE guidelines
Noise Study		X	City of Fairfield	Follow OES CE guidelines
Air Quality Analysis		X	City of Fairfield	Follow OES CE guidelines

Asbestos Inspection Required:	Yes		No	X
Comment:				

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

Bat tree restriction dates

O. Roles / Responsibilities

Construction plan development:	Fairfield/ODOT Prequalified Consultant
Proposal/Specification Development:	Fairfield
LPA Agreement:	ODOT/ Fairfield
Form and preliminary legislation:	ODOT/ Fairfield
Advertising and award of contract:	Fairfield
Construction inspection:	Fairfield
R/W plan development:	Fairfield/ODOT Prequalified Consultant

R/W acquisition / appraisals:	Fairfield/ODOT Prequalified Consultant
Utility Coordination / Relocation:	Fairfield

P. Field Review

Date:	3/18/2024
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REPRESENTATIVES PRESENT: See attached attendance log.

Q. Other Comments

Curb Ramps: Not required since local-let but ODOT highly recommends curb ramp detail sheets, which should include: curb ramp type, widths, elevations including at grade breaks, slopes (running/cross/flare/counter) as percentages, curb ramp components (landing/ramp) specified, and a differentiation between the curb ramp pay item and the adjacent walk pay item as applicable. Start waiver process early if needed.
Geotechnical: ODOT standard SGE applies.
Hydraulics: Pavement Spread Calculations and storm sewer calculations are needed if curb is being added or if the shoulder width is changing where curb already exists. Culvert calculations are not needed if just extending the existing culvert that was mentioned. BMP are needed if the project EDA is greater than 1 acre. This project does not qualify for Narrow Vegetated Filter Strips since there is curb. <u>Design the BMP early</u> , because it could impact the R/w.
“Feasibility Study”: Designer should prepare and submit preliminary cross sections and path alignment(s) to ODOT for review and discussion in-lieu of a formal feasibility study. This is not meant to be a huge task, but more of a checkpoint during initial design to help avoid major comments at stage 1 plan review.

R. Schedule

View Milestones  						
	Milestone 	Date 	Completed	SFY (Qtr)	Other Milestone Information	Pr (2)
	Initial Project Scope Complete	 03/18/2024		2024 (Q3)		
	Authorized Design Consultant	 05/10/2024		2024 (Q4)		
	Feasibility Study - Submitted	 08/01/2024		2025 (Q1)		
	NEPA Start Date	 08/01/2024		2025 (Q1)		
	Feasibility Study - Approved	 08/30/2024		2025 (Q1)		
	Stage 1 Plans - Submitted	 10/01/2024		2025 (Q2)		
	Preliminary R/W Review Submission - Submitted	 10/01/2024		2025 (Q2)		
	Stage 1 Plans - Complete	 11/01/2024		2025 (Q2)		
	Preliminary R/W Review Submission - Approved	 11/01/2024		2025 (Q2)		
	Stage 2 Plans - Submitted	 03/14/2025		2025 (Q3)		
	Compliance R/W Review Submission- Submitted	 03/14/2025		2025 (Q3)		
	Stage 2 Plans - Complete	 04/18/2025		2025 (Q4)		
	Compliance R/W Review Submission - Approved	 04/18/2025		2025 (Q4)		
	Waterway Permit Determination - Submitted	 04/25/2025		2025 (Q4)		
	Final R/W Plan Submission - Approved	 05/01/2025		2025 (Q4)		
	R/W Authorized	 05/16/2025		2025 (Q4)		
	Waterway Permit Determination - Complete	 05/26/2025		2025 (Q4)		
	Environmental Document Submitted	 07/01/2025		2026 (Q1)		
	Environmental Document Approved	 08/01/2025		2026 (Q1)		
	404/401 Permits Submitted to Agencies	 08/01/2025		2026 (Q1)		
	Stage 3 Plans - Submitted	 10/01/2025		2026 (Q2)		
	Stage 3 Plans - Complete	 11/03/2025		2026 (Q2)		
	404/401 Permits Received from Agencies	 02/02/2026		2026 (Q3)		
	Final Tracings - Submitted	 03/02/2026		2026 (Q3)		
	Final Tracings - Complete	 04/03/2026		2026 (Q4)		
	R/W Acquisition Complete	 05/15/2026		2026 (Q4)		
	Local R/W Certification	 06/01/2026		2026 (Q4)		
	District R/W Certification	 06/15/2026		2026 (Q4)		
	Local Let P5&E Package to District	 07/01/2026		2027 (Q1)		
	Plan Package Received in C.O.	 08/03/2026		2027 (Q1)		
	Sale	 11/02/2026		2027 (Q2)		
	Award	 01/04/2027		2027 (Q3)	Reservoir Year:	
	Begin Construction	 03/01/2027		2027 (Q3)		
	End Construction	 11/01/2027		2028 (Q2)	Estimated Duration: 240	

Appendix B

**Subconsultant
Proposals**



Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Cincinnati
Dayton

May 16, 2024

Nicole A. Clune
Clune Consulting Services, LLC
3931 State Route 119, P.O. Box 103
Minster, OH 45865

RE: BUT-US127-0.61 PID 120879
City of Fairfield

Dear Nicole:

Lawhon & Associates, Inc. is pleased to assist Clune Consulting Services (CCS) with the Pleasant Avenue multi-use path project in the City of Fairfield. Environmental approvals will be required through ODOT District 8, with CCS leading the NEPA studies.

Based upon the project information provided to date, the following tasks are anticipated if needed for the project and authorized:

Project Management/Coordination/General Oversight – If the following task is authorized, this task will also need to be authorized. The task includes project set-up, project administration, budget tracking, progress reports, and invoicing for approximately 5 months.

Phase I History/Architecture – If authorized, L&A will provide a Phase I History/Architecture Survey per ODOT requirements. Level of effort assumes evaluation of a maximum of two structures 50+ years of age and use of the short report format. Assumes one day of fieldwork for a crew of two plus research and reporting. Level of effort is “low” per ODOT’s Consultant Fee Estimation Guidance (CFEG) plus travel time.

Schedule

The schedule for the above tasks is dependent upon CCS obtaining ODOT-OES review of the Section 106 Scoping Request Form and confirming whether studies are required and the scope of such studies. For the purposes of this proposal, written authorization to proceed (ATP) is expected in early 2025 with a schedule of 90+ days from ATP to submission of report(s) for review.

Proposed Fees

Fees for the above tasks are illustrated in the attached spreadsheet. The proposed not-to-exceed fee is \$7,171.

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

Assumptions/Client Responsibilities

The following assumptions were used in preparation of this proposal.

1. This proposal assumes Lawhon's involvement is approximately five months and that this work occurs in 2025. If the project start is delayed beyond 2025, an adjustment to the proposal may be required.
2. The effort assumes that CCS will arrange site access.

General Conditions

One signed copy of this proposal will serve as our authorization to proceed. Lawhon's General Conditions, attached hereto, are a part of this proposal. If you have any questions, please contact me at 614-481-8600 extension 134.

Thank you for the opportunity to provide this proposal. We look forward to working with you.

Sincerely,



Susan S. Daniels, PE, AICP

Principal, Director of NEPA/Planning Services

Enclosures

APPROVED BY:

Clune Consulting Services

Signature

Printed Name/Title

Date

NAME OF CLIENT: Clune Consulting Services

PROJECT NAME: BUT-US127-0.61 PID 120879

These General Conditions are a part of each agreement between Lawhon & Associates, Inc. (L&A) and its client for the performance of consulting services. In these General Conditions, the party for whom the services are performed is called "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

1.0 Services by L&A

- 1.1 Scope of Services;** Standard of Care. L&A will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, L&A will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. L & A will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by L&A.
- 1.2 Estimates.** Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by L&A will represent its best judgment based on its experience and available information. However, Client recognizes that L&A has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, L&A does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by L&A.
- 1.3 Hazardous Materials.** Unless specifically included in the Scope of Services, L&A's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where L&A is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to L&A in writing shall entitle L&A to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.
- 1.4 Other Contractors.** L&A shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. L&A's services and/or presence at a site shall not relieve others of their responsibility to Client or to others. L&A shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend L&A against any claims arising out of such failures.
- 1.5 Health and Safety.** L&A shall not be responsible for health or safety programs, or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. L&A shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. Client agrees to indemnify, hold harmless and defend L&A to the fullest extent permitted by law against any and all claims resulting from or related to bodily injury or death arising out of such conditions or deficiencies caused by the Client, unless L&A is claimed or deemed to have been negligent in connection therewith. So as not to discourage L&A from voluntarily addressing health or safety issues while at Client's site, in the event L&A does address such issues by making observations, reports, suggestions or otherwise, L&A shall nevertheless have no liability or responsibility arising on account thereof.

- 1.6 Litigation Support.** L&A will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event L&A is required to respond to a subpoena, government inquiry or other legal process in connection with a proceeding to which it is not a party and is tied to litigation the Client is party to, Client shall reimburse L&A for its costs and compensate L&A at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.
- 1.7 Confidential Information.** L&A will not disclose without Client's consent information provided by Client or developed by L&A in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in L&A's possession, or is obtained from third parties), L&A shall not be liable for disclosing such information if, in good faith, it believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. L&A shall notify Client (in advance, except in emergency) of any such disclosure.
- 1.8 No Warranty.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

2.0 Responsibilities of Client

- 2.1 Client requirements.** Client, without cost to L&A, shall:
- 2.1.1** Designate to L&A in writing a person to act as Client's representative with respect to the services.
 - 2.1.2** Provide or arrange for access and make all provisions for L&A to enter any site where services are to be performed.
 - 2.1.3** Furnish L&A with all available information pertinent to the services.
 - 2.1.4** Furnish L&A with all relevant information about site conditions and with topographic, property, boundary and right-of way surveys, as needed.
 - 2.1.5** Furnish L&A with all approvals, permits and consents from government authorities and others as may be required for performance of the services.
 - 2.1.6** Notify L&A promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and provide L&A with any available documents describing the nature, location and extent of such materials, contamination or conditions.
 - 2.1.7** Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices L&A has expressly agreed in writing to give.
 - 2.1.8** Inform the Owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.
- 2.2 Hazards.** Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to L&A in writing.
- 2.3 Confidentiality.** Client acknowledges that any technical or pricing information contained in this Agreement or provided by L&A is confidential and proprietary to L&A and agrees not to disclose it or otherwise make it available to others without L&A's express written consent.

- 2.4 Documents.** All reports, notes, calculations, data, drawings, estimates, specifications and other documents and computerized materials prepared by L&A are instruments of L&A's services and shall remain L&A's property. Documents or computerized materials provided to Client are for Client's use only for the purposes disclosed to L&A, and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose for which they were not prepared, without L&A's express written consent.

3.0 Changes; Delays; Excused Performance

- 3.1 Changes.** Unless this Agreement expressly provides otherwise, L&A's proposed compensation represents its best estimate, taking into account the costs, effort and time it expects to expend in performing the services as it currently understands them to be, based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside L&A's reasonable control (including changes of law) may develop which would require L&A to expend additional costs, effort or time to complete the services, in which case L&A will notify Client and with Client's approval an equitable adjustment will be made to L&A's compensation and the time for performance. In the event conditions or circumstances require the services to be suspended or terminated, L&A shall be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

- 3.2 Force Majeure.** L&A shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority timely to review or to approve the services or to grant permits or approvals, or any other cause beyond L&A's reasonable control, and L&A's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

4.0 Compensation

- 4.1 Rates.** Unless otherwise agreed in writing, L&A shall be compensated in accordance with its attached proposal.
- 4.2 Invoices.** L&A may invoice Client on a monthly or other progress-billing basis. Invoices are due and payable upon receipt by Client. On amounts not paid within 30 days of invoice date, Client shall pay interest from invoice date until payment is received at the rate of 1.5% per month or, if less, the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it shall notify L&A in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
- 4.3 Suspension, etc.** If payment is not received within 45 days of the invoice date, L&A may upon 7 days' notice suspend or terminate the services and receive compensation for services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 4.4 Collection.** Client shall reimburse L&A for its costs and expenses (including reasonable attorneys' and witnesses' fees) incurred in any litigation for collection under this Agreement in which L&A obtains a judgment in its favor.
- 4.5 Taxes, etc.** Unless expressly agreed in writing, L&A's fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse L&A for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide L&A with a valid exemption certificate.

5.0 Insurance; Dispute Resolution; Allocation of Risk

- 5.1 Insurance.** L&A will maintain Workers' Compensation insurance as required by law; employers' liability, comprehensive general liability and automobile liability insurance each with coverage of at least \$1 million per occurrence; and, professional liability insurance with coverage of at least \$1 million per claim; and upon request will furnish insurance certificates to Client. L&A will purchase additional insurance if requested by Client, provided the insurance is reasonably available from carriers acceptable to L&A and Client reimburses L&A for its cost.
- 5.2 Disputes.** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through nonbinding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiations or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations; and, L&A may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.
- 5.3 Indemnification.** Client shall indemnify and hold harmless the Consultant and its employees from the liability, settlements, loss, or costs (including reasonable attorney fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of the Client and entities under control or contract with the Client. If such damage results in part from the negligence of another party, Client shall be liable only to the extent of Client's proportional negligence.
- 5.4 Indemnification regarding Hazardous Materials.** Client acknowledges that L&A does not have any responsibility for preexisting Oil and Hazardous Materials at the site, or for their previous detection, monitoring, handling, storage, transportation, disposal or treatment, that L&A's compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for the same consideration and in addition to the indemnification provided in Section 5.3, Client agrees to indemnify, hold harmless and defend L&A to the fullest extent permitted by law against all Damages arising out of or related to any Oil or Hazardous Materials located at or removed from the site, including Damages such as costs of response or remediation arising out of the application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability or Damages arising out of L&A's negligence; provided, however, that Client shall not be required to indemnify, hold harmless or defend L&A to the extent such Damages are caused directly by L&A's gross negligence or willful misconduct.
- 5.5 Limitation of Liability.** L&A's aggregate liability for all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity, or any other theory of liability, shall be limited to \$100,000 or the total compensation received by L&A from Client under this Agreement, whichever is greater. In no event shall L&A be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if L&A has been advised of the possibility of such damages.
- 5.6 Employee Injury.** Client agrees not to implead or to bring an action against L&A based on any claim of personal injury or death occurring in the course or scope of the injured or deceased person's employment with L&A and related to the services performed under this Agreement.
- 5.7 Defense.** Any defense of L&A required to be provided by Client under this Agreement shall be with counsel selected by L&A and reasonably acceptable to Client.

6.0 Miscellaneous Provisions

- 6.1 Notices.** Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or acknowledged telefax.

- 6.2 Assignment, etc.** Neither Client nor L&A shall assign or transfer any rights or obligations under this Agreement, except that L&A may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and L&A, without the express written consent of both parties. The relationship between Client and L&A is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.
- 6.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 6.4 Headings.** The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.
- 7.0 Exclusive use of L&A Work Product.** L&A's work is for the exclusive use of the Client. Client and L&A expressly agree that the work is not intended to benefit any third party and no other entity may rely upon the findings unless expressly designated by the Client in writing and agreed to by L&A in writing.
- 8.0 Entire agreement, etc.** The written document, of which these General Conditions are a part, is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In the event of an inconsistency between these General Conditions and any other writings which comprise this Agreement, the other writings shall take precedence.

Proposal Cost Summary

C/R/S : **BUT-US127-0.61**
 PID: **120879**
 Agreement Number: **tbd**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **5/16/2024**

Overhead Percentage 149.20%
 Avg OH rate 157.79%
 Net Fee Percentage 11.00%
 Cost of money 0.88%

Task - Description	Avg. Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Sub Cons.	Net Fee	Total Cost
If Authorized Services									
Project Management/Oversight	\$59.14	7	\$414	\$618	\$4	\$0	\$0	\$117	\$1,153
Phase I History/Architecture	\$37.46	56	\$2,098	\$3,130	\$18	\$177	\$0	\$595	\$6,018
Total If Authorized Services	\$39.87	63	\$2,512	\$3,748	\$22	\$177	\$0	\$712	\$7,171
GRAND TOTAL		63	\$2,512	\$3,748	\$22	\$177	\$0	\$712	\$7,171

Proposed Labor Rates and Hours

C/R/S : BUT-US127-0.61
PID: 120879
Agreement Number: tbd

CONSULTANT:	Lawhon & Associates, Inc.	Category	Rate	Category	Rate	Category	Rate
		Principal	\$70.00	P4/S4	\$42.00	P1/S1-OT	\$36.00
		Sr. Prog Mgr	\$50.00	P3/S3	\$36.00	Sci Tech	\$20.00
		Sr. PM	\$44.00	P2/S2	\$30.00	GIS-Sr.	\$32.00
DATE:	5/16/2024	PM	\$38.00	P1/S1	\$24.00	Admin	\$32.00

Task	Labor Hours by Category											Total Hours	Labor Costs
	Principal	Sr. Prog Mgr	Sr. PM	PM	P4/S4	P3/S3	P2/S2	P1/S1	P1/S1-OT	Sci Tech	GIS-Sr.	Admin	
If Authorized Services													
Project Management/Oversight	5	0	0	0	0	0	0	0	0	0	0	2	7 \$414
Phase I History/Architecture	1	0	3	0	8	38	0	0	0	0	6	0	56 \$2,098
Total If Authorized Services	6	0	3	0	8	38	0	0	0	0	6	2	63 \$2,512
GRAND TOTAL	6	0	3	0	8	38	0	0	0	0	6	2	63 \$2,512

Non-Labor Direct Cost Summary

C/R/S : BUT-US127-0.61
PID: 120879
Agreement Number: tbd

CONSULTANT: Lawhon & Associates, Inc.

DATE: 5/16/2024

Task	miles	mileage 0.58/mile	copies & postage	field supplies	lodging	meals	equipment rental	Direct Costs
If Authorized Services								
Project Management/Oversight	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I History/Architecture	270	\$157	\$0	\$20	\$0	\$0	\$0	\$177
Total If Authorized Services		\$157	\$0	\$20	\$0	\$0	\$0	\$177
GRAND TOTAL		\$157	\$0	\$20	\$0	\$0	\$0	\$177

End Clune Proposal



BUT-US127-0.61 Pleasant Avenue PID No. 120879

CITY OF FAIRFIELD
MAY 20, 2024



Prepared by:
Brant Gressel, P.E.
bgressel@LJBinc.com
(937) 259-5110



May 20, 2024

Nick Selhorst, P.E.
440 E Hoewisher Road
Sidney, OH 45365

Re: Cost Proposal for BUT-US127-0.61 Pleasant Avenue, PID No. 120879

Thank you for the opportunity to submit the fee proposal for structural engineering and maintenance of traffic services on the BUT-US127-0.61 Pleasant Avenue project. Our understanding of the scope of services is based upon our phone call with you on May 10, 2024 and the April 8, 2024 RFQ.

Included with this proposal is the following information:

- Proposal Cost Summary
- Proposed Overhead and Cost of Money Rates
- Project Schedule
- Appendix A – Scope of Services Documents (blue divider)

If you have any questions or require additional information, please contact me at (937) 259-5110 & BGressel@LJBinc.com.

We look forward to working with you to achieve successful completion of this project.

Sincerely,

LJB Inc.

Brant Gressel, P.E.
Project Manager/Civil Engineer

Cindy Yerkey, PE, RSP2I
Transportation Operations Leader



STRUCTURAL



FALL PROTECTION
SAFETY



TRANSPORTATION



SITE DESIGN



SURVEY



WATER
RESOURCES



Packet Pg. 120

Table of Contents

Proposal Cost Summary (Alternative 1).....1

Proposal Cost Summary (Alternative 2) 2

Proposal Cost Summary (Alternative 3) 3

Proposed Overhead and Cost of Money Rates 4

Project Schedule 5

Appendix A – Scope of Services 6

Project Narrative 7



Proposal Cost Summary (Alternative 1)

C-R-S		BUT-US127-0.61 Pleasant Ave		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	120879											
Proposal Date	5/20/2024											
		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
Task Description												
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)			\$56.26	14	\$788	\$1,374	\$14	\$0	\$0	\$222	\$2,398	
2.3.H - Miscellaneous												
2.3.H.C - Determine potential locations for retaining walls			\$63.39	8	\$507	\$884	\$9	\$0	\$0	\$143	\$1,543	
2.5 - AER Submittal and Other Studies												
2.5.D - Structures												
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)			\$57.85	96	\$5,553	\$9,686	\$96	\$0	\$0	\$1,568	\$16,903	
2.5.E - Retaining wall justification			\$57.85	48	\$2,777	\$4,843	\$48	\$0	\$0	\$784	\$8,451	
TOTAL 2.5 - AER Submittal and Other Studies				144	\$8,330	\$14,529	\$143	\$0	\$0	\$2,352	\$25,354	
2.7 - Stage 1 Design												
2.7.E - Retaining Wall Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.F - Structures - Design Report												
2.7.F.A - Bridge Design Report			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.F.B - Final Structure Site Plan			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.J - Maintenance of Traffic												
2.7.J.C - Conceptual MOT Revision			\$56.06	10	\$561	\$978	\$10	\$0	\$0	\$158	\$1,706	
TOTAL 2.7 - Stage 1 Design				10	\$561	\$978	\$10	\$0	\$0	\$158	\$1,706	
2.8 - Project Management for Preliminary Engineering Phase												
2.8.B - General Oversight			\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase				16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
Total - 2 Preliminary Engineering Phase				192	\$11,465	\$19,998	\$197	\$0	\$0	\$3,237	\$34,898	
3 - Environmental Engineering Phase												
3.3 - Stage2												
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes			\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92	\$996	
3.3.E.D - Temporary Signing Details												
3.3.E.E - MOT Typical Sections			\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92	\$996	
3.3.E.F - MOT Plan Sheets			\$53.74	80	\$4,299	\$7,499	\$74	\$0	\$0	\$1,214	\$13,085	
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.IA Bridge Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.3.IB Structure Rating			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.3 - Stage2				92	\$4,953	\$8,640	\$85	\$0	\$0	\$1,399	\$15,077	
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.B - Structures Costs			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.9 - Project Management for Environmental Engineering Phase												
3.9.B - General Oversight			\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
TOTAL 3.9 - Project Management for Environmental Engineering Phase				16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
Total - 3 Environmental Engineering Phase				108	\$6,233	\$10,872	\$107	\$0	\$0	\$1,760	\$18,973	
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.E - Maintenance of Traffic Subsummary			\$58.39	8	\$467	\$815	\$8	\$0	\$0	\$132	\$1,422	
4.2.A.J - Retaining Wall Subsummary			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.N - Bridge Estimated Quantities Sheet			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.O - Reinforcing Steel Schedule			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.S - Bridge General Notes			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.C - Structures Costs			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL AUTHORIZED PARTS			\$0.00	308	\$18,166	\$31,685	\$312	\$0	\$0	\$5,129	\$55,292	
IF-AUTHORIZED TASKS:												
Alternative 1												
2.7.E - Retaining Wall Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.8.B - Structures Costs			\$50.64	30	\$1,519	\$2,650	\$26	\$0	\$0	\$429	\$4,624	
4.3.C - Structures Costs			\$49.09	10	\$491	\$856	\$8	\$0	\$0	\$139	\$1,494	
			\$46.77	4	\$187	\$326	\$3	\$0	\$0	\$53	\$569	
TOTAL IF-AUTHORIZED PARTS				40	\$2,010	\$3,506	\$35	\$0	\$0	\$568	\$6,118	
GRAND TOTAL				348	\$20,176	\$35,191	\$347	\$0	\$0	\$5,697	\$61,410	

Proposal Cost Summary (Alternative 2)

C-R-S		BUT-US127-0.61 Pleasant Ave		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	120879											
Proposal Date	5/20/2024											
		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
Task Description												
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)			\$56.26	14	\$788	\$1,374	\$14	\$0	\$0	\$222	\$2,398	
2.3.H - Miscellaneous												
2.3.H.C - Determine potential locations for retaining walls			\$63.39	8	\$507	\$884	\$9	\$0	\$0	\$143	\$1,543	
2.5 - AER Submittal and Other Studies												
2.5.D - Structures												
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)			\$57.85	96	\$5,553	\$9,686	\$96	\$0	\$0	\$1,568	\$16,903	
2.5.E - Retaining wall justification			\$57.85	48	\$2,777	\$4,843	\$48	\$0	\$0	\$784	\$8,451	
TOTAL 2.5 - AER Submittal and Other Studies				144	\$8,330	\$14,529	\$143	\$0	\$0	\$2,352	\$25,354	
2.7 - Stage 1 Design												
2.7.E - Retaining Wall Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.F - Structures - Design Report												
2.7.F.A - Bridge Design Report			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.F.B - Final Structure Site Plan			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.J - Maintenance of Traffic												
2.7.J.C - Conceptual MOT Revision			\$56.06	10	\$561	\$978	\$10	\$0	\$0	\$158	\$1,706	
TOTAL - 2.7 - Stage 1 Design				10	\$561	\$978	\$10	\$0	\$0	\$158	\$1,706	
2.8 - Project Management for Preliminary Engineering Phase												
2.8.B - General Oversight			\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase				16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
Total - 2 Preliminary Engineering Phase				192	\$11,465	\$19,998	\$197	\$0	\$0	\$3,237	\$34,898	
3 - Environmental Engineering Phase												
3.3 - Stage 2												
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes			\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92	\$996	
3.3.E.D - Temporary Signing Details												
3.3.E.E - MOT Typical Sections			\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92	\$996	
3.3.E.F - MOT Plan Sheets			\$53.74	80	\$4,299	\$7,499	\$74	\$0	\$0	\$1,214	\$13,085	
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.I.A Bridge Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.3.I.B Structure Rating			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.3 - Stage 2				92	\$4,953	\$8,640	\$85	\$0	\$0	\$1,399	\$15,077	
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.B - Structures Costs			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.9 - Project Management for Environmental Engineering Phase												
3.9.B - General Oversight			\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
TOTAL 3.9 - Project Management for Environmental Engineering Phase				16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
Total - 3 Environmental Engineering Phase				108	\$6,233	\$10,872	\$107	\$0	\$0	\$1,760	\$18,973	
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.E - Maintenance of Traffic Subsummary			\$58.39	8	\$467	\$815	\$8	\$0	\$0	\$132	\$1,422	
4.2.A.J - Retaining Wall Subsummary			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.N - Bridge Estimated Quantities Sheet			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.O - Reinforcing Steel Schedule			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.S - Bridge General Notes			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.C - Structures Costs			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL AUTHORIZED PARTS			\$0.00	308	\$18,166	\$31,685	\$312	\$0	\$0	\$5,129	\$55,292	
IF-AUTHORIZED TASKS:												
Alternative 2												
2.7.E - Retaining Wall Plans			\$53.74	200	\$10,748	\$18,746	\$185	\$0	\$0	\$3,035	\$32,714	
3.8.B - Structures Costs			\$51.42	20	\$1,028	\$1,794	\$18	\$0	\$0	\$290	\$3,130	
4.2.A.J - Retaining Wall Subsummary			\$46.77	4	\$187	\$326	\$3	\$0	\$0	\$53	\$569	
4.3.C - Structures Costs			\$46.77	8	\$374	\$653	\$6	\$0	\$0	\$106	\$1,139	
TOTAL IF-AUTHORIZED PARTS				220	\$11,776	\$20,540	\$203	\$0	\$0	\$3,325	\$35,844	
GRAND TOTAL				528	\$29,942	\$52,224	\$515	\$0	\$0	\$8,454	\$91,135	

Proposal Cost Summary (Alternative 3)

C-R-S		BUT-US127-0.61 Pleasant Ave		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	120879											
Proposal Date	5/20/2024											
				No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net
						Hours	Costs	Costs	Money	Costs	Costs	Fee
												Cost
Task Description												
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)						\$56.26	14	\$788	\$1,374	\$14	\$0	\$222
2.3.H - Miscellaneous												
2.3.H.C - Determine potential locations for retaining walls						\$63.39	8	\$507	\$884	\$9	\$0	\$143
2.5 - AER Submittal and Other Studies												
2.5.D - Structures												
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)						\$57.85	96	\$5,553	\$9,686	\$96	\$0	\$1,568
2.5.E - Retaining wall justification						\$57.85	48	\$2,777	\$4,843	\$48	\$0	\$784
TOTAL 2.5 - AER Submittal and Other Studies						144	\$8,330	\$14,529	\$143	\$0	\$0	\$2,352
2.7 - Stage 1 Design												
2.7.E - Retaining Wall Plans						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.F - Structures - Design Report						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.F.A - Bridge Design Report						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.F.B - Final Structure Site Plan						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.J - Maintenance of Traffic												
2.7.J.C - Conceptual MOT Revision						\$56.06	10	\$561	\$978	\$10	\$0	\$158
TOTAL 2.7 - Stage 1 Design						10	\$561	\$978	\$10	\$0	\$0	\$158
2.8 - Project Management for Preliminary Engineering Phase												
2.8.B - General Oversight						\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$361
TOTAL 2.8 - Project Management for Preliminary Engineering Phase						16	\$1,280	\$2,233	\$22	\$0	\$0	\$361
Total - 2 Preliminary Engineering Phase						192	\$11,465	\$19,998	\$197	\$0	\$0	\$3,237
3 - Environmental Engineering Phase												
3.3 - Stage 2												
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes						\$54.51	6	\$327	\$570	\$6	\$0	\$92
3.3.E.D - Temporary Signing Details												
3.3.E.E - MOT Typical Sections						\$54.51	6	\$327	\$570	\$6	\$0	\$92
3.3.E.F - MOT Plan Sheets						\$53.74	80	\$4,299	\$7,499	\$74	\$0	\$1,214
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.I.A Bridge Plans						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
3.3.I.B Structure Rating						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.3 - Stage 2						92	\$4,953	\$8,640	\$85	\$0	\$0	\$1,399
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.B - Structures Costs						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone						0	\$0	\$0	\$0	\$0	\$0	\$0
3.9 - Project Management for Environmental Engineering Phase												
3.9.B - General Oversight						\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$361
TOTAL 3.9 - Project Management for Environmental Engineering Phase						16	\$1,280	\$2,233	\$22	\$0	\$0	\$361
Total - 3 Environmental Engineering Phase						108	\$6,233	\$10,872	\$107	\$0	\$0	\$1,760
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.E - Maintenance of Traffic Subsummary						\$58.39	8	\$467	\$815	\$8	\$0	\$132
4.2.A.J - Retaining Wall Subsummary						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.2.A.N - Bridge Estimated Quantities Sheet						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.2.A.O - Reinforcing Steel Schedule						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.2.A.S - Bridge General Notes						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.C - Structures Costs						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone						0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED PARTS						\$0.00	308	\$18,166	\$31,685	\$312	\$0	\$5,129
IF-AUTHORIZED TASKS:												
Alternative 3						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.E - Retaining Wall Plans						\$54.51	60	\$3,271	\$5,705	\$56	\$0	\$924
2.7.F.A - Bridge Design Report						\$50.09	70	\$3,506	\$6,116	\$60	\$0	\$990
2.7.F.B - Final Structure Site Plan						\$50.64	24	\$1,215	\$2,120	\$21	\$0	\$343
3.3.I.A Bridge Plans						\$52.08	350	\$18,228	\$31,793	\$314	\$0	\$5,147
3.8.B - Structures Costs						\$51.42	40	\$2,057	\$3,587	\$35	\$0	\$581
4.2.A.J - Retaining Wall Subsummary						\$46.77	4	\$187	\$326	\$3	\$0	\$53
4.2.A.N - Bridge Estimated Quantities Sheet						\$46.77	16	\$748	\$1,305	\$13	\$0	\$211
4.2.A.O - Reinforcing Steel Schedule						\$52.58	32	\$1,682	\$2,935	\$29	\$0	\$475
4.2.A.S - Bridge General Notes						\$46.77	8	\$374	\$653	\$6	\$0	\$106
4.3.C - Structures Costs						\$46.77	16	\$748	\$1,305	\$13	\$0	\$211
TOTAL IF-AUTHORIZED PARTS							544	\$28,277	\$49,321	\$486	\$0	\$7,984
GRAND TOTAL							852	\$46,443	\$81,005	\$799	\$0	\$13,113

Proposed Overhead and Cost of Money Rates

 OHIO DEPARTMENT OF TRANSPORTATION	CONSULTANT INDIRECT COST RATE APPROVAL CERTIFICATE NO.: 07202023-SPG-01
Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) 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 Company's Year Ended:	12/31/2022
Effective Date (Approval Date):	07/20/2023
APPROVAL TYPE: This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. 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:	174.42%
Facilities Capital Cost of Money Rate:	1.72%
OVERTIME PREMIUM: Based on the information submitted by your company:	
☐ All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.	
☒ Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.	
☐ Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.	
☐ Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs.	
NOTE: The approved rates are for use 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 submitted through the ODOT PreQ system. The submittal is due no later than <u>six months</u> 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 https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant. Failure to submit timely may result in the loss of your ODOT prequalification.	
Approved by:  Scot P. Gormley ADMINISTRATOR ODOT OFFICE OF EXTERNAL AUDITS (OEA) 1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223 Phone: 614.644.0384 Cell/Text: 614.949.8981 Transportation.Ohio.gov  OHIO DEPARTMENT OF TRANSPORTATION	

Project Schedule

The following schedule is based on a June 7, 2024 authorization to proceed.

STAGE REVIEW SUBMITTALS	SCHEDULED SUBMITTAL	REVIEW TIME
Feasibility Study Submitted	08/01/2024	30 days
Stage 1 Submittal	10/01/2024	30 days
Stage 2 Submittal	11/01/2024	30 days
Stage 3 Submittal	11/03/2025	30 days
Final Tracings Submitted	03/02/2026	

Note: Feasibility Study is considered submission of preliminary cross sections and path alignment for the City and ODOT's review and discussion, in lieu of a formal feasibility study

Appendix A – Scope of Services

Project Narrative

Project name: BUT-US127-0.61 Pleasant Avenue, PID 120879

Client name: City of Fairfield

Date: May 20, 2024

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

Project Scope of Services

Our understanding of the scope of services is based upon our phone call with Nick Selhort on May 10, 2024 and the April 8, 2024 RFQ. The intent of LJB's scope of services is to perform structural engineering and maintenance of traffic services for Choice One Engineering.

This proposal includes tasks through the Final Engineering phase of the ODOT Project Development Process for structural engineering and maintenance of traffic design and construction plan preparation.

Structural and Traffic Engineering

Feasibility Study/Preliminary Concept Evaluation

This submittal includes preliminary cross sections and path alignment for the City and ODOT's review and discussion, in lieu of a formal feasibility study. The structural options will be evaluated along with the cross sections and alignment. The results of this study will be a preferred alternative that will be further developed in the Stage 1 plans.

- 2.3.F.C – Conceptual MOT Plan (Without MOTAA) – Alternative maintenance of traffic schemes will be analysed with each structural alternative considered. A broader maintenance of traffic scheme, outside of structure limits, will be identified. Critical intersections and narrow parts of the project corridor will also be examined for potential MOT constraints. Typical sections will be created for various sections along Pleasant Avenue/US-127.
- 2.3.H.C - Determine potential locations for retaining walls – Review grading, preliminary profile, and structural needs to develop the feasible structural solutions along the corridor and the potential locations and limits of retaining walls.
- 2.5.D.A - Bridge Structure Type Study (break out each bridge separately) – Evaluate the elevated walkway/bridge solutions with respect to preliminary designs, costs, constructability, and MOT. Structure narrative and cost estimates will be provided. Schematic information for plan sheets will be coordinated with Choice One, but formal plan sheets are not anticipated.
- 2.5.E - Retaining wall justification – Evaluate the retaining wall design options and refine the wall length and heights. Develop preliminary designs, costs, constructability review and MOT impacts. This task will also include review of geotechnical information and any structural slope evaluations. Retaining wall narrative and cost estimates will be provided. Schematic information for plan sheets will be coordinated with Choice One, but formal plan sheets are not anticipated.

Detailed Design and Plan Development in Stages 1, 2, and 3

For the Stage 1 and Stage 2 plans, the preferred alternative will be known and the plan development can continue along one of the three options presented below. Each of these options is included in this proposal as a "If Authorized" tasks, such that only the appropriate tasks can be authorized for plan development. Maintenance of traffic and project management tasks are considered to be similar enough between all three alternatives and will be included in the base fee, regardless of which alternative is picked for detailed design.

Maintenance of Traffic

- 2.7.J.C – Conceptual MOT Revision (Stage 1) – Based on the preferred alternative selected for detailed design, a revised maintenance of traffic scheme will be identified for the given alternative. Typical sections will be revised.
- 3.3.E.A – MOT General Notes (Stage 2) – One (1) MOT notes sheet is anticipated.
- 3.3.E.E – MOT Typical Sections (Stage 2) – Two (2) typical sections to be placed within MOT plan sheets are anticipated.
- 3.3.E.F – MOT Plan Sheets (Stage 2) – Fourteen (14) MOT plan sheets at 20 scale are anticipated. Critical areas, such as near wall/structure construction and intersections, will be shown in greater detail than other areas along the corridor.
- 4.2.A.E – Maintenance of Traffic Subsummary (Stage 3) – One (1) subsummary is anticipated.

Project Management

- 2.8.B – General Oversight (Stage 1) – LJB will execute its Project Management Plan for the Preliminary Engineering Phase and Plan Preparation phase of the PDP. LJB's project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for Stage 1. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The phase duration is anticipated at four (4) months.
- 3.9.B – General Oversight (Stage 2) – LJB will execute its Project Management Plan for the Environmental Engineering Phase and Plan Preparation phase of the PDP. LJB's project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for Stage 1. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The phase duration is anticipated at five (5) months.

(IF AUTHORIZED) ALTERNATIVE 1 – Slope protection or reinforced slopes

- 2.7.E - Retaining Wall Plans (Stage 1) – This task includes review and incorporating details for slope protection or reinforced slopes in the project plans in accordance with design and recommendations from the geotechnical engineer. Two (2) sheets are anticipated.
- 3.8.B - Structure Costs (Stage 2) – Development of Stage 2 cost estimate for slope protection or reinforced slopes.

- 4.3.C - Structures Costs (Stage 3) – Refining/finalizing Stage 3 cost estimate for slope protection or reinforced slopes.

(IF AUTHORIZED) ALTERNATIVE 2 – Retaining wall (500 ft length assumed)

- 2.7.E - Retaining Wall Plans (Stage 1) – This task includes the design and plan development for a 500-ft long retaining wall of the type and location determined by the feasibility study and a single slope barrier with a moment slab. Four (4) sheets are anticipated.
- 3.8.B - Structure Costs (Stage 2) – Development of Stage 2 cost estimate for retaining wall.
- 4.2.A.J - Retaining Wall Subsummary (Stage 3) – Calculation of quantities and creation of retaining wall subsummary sheet.
- 4.3.C - Structures Costs (Stage 3) – Refining/finalizing Stage 3 cost estimate for retaining wall.

(IF AUTHORIZED) ALTERNATIVE 3 – A combination of elevated walkway and retaining walls (200 ft of retaining walls and 300 ft of elevated walkway assumed)

- 2.7.E - Retaining Wall Plans (Stage 1) – This task includes the design and plan development for two 100-ft long retaining walls of the type and location determined by the feasibility study. Four (4) sheets are anticipated.
- 2.7.F.A - Bridge Design Report (Stage 1) – This task includes the preliminary bridge design and layout, bridge typical sections, and abutment section.
- 2.7.F.B - Final Structure Site Plan (Stage 1) – This task includes the preliminary bridge design and layout, the final structure site plan, bridge typical sections, and abutment section.
- 3.3.I.A - Bridge Plans (Stage 2) – This task includes development of the Stage 2 bridge plans. The following ten (10) sheets are anticipated: bridge general notes (2), abutment details (2), expansion joint/approach transitions (1), pier/intermediate support details (2), railing details (1), superstructure/walkway details (2).
- 3.8.B - Structure Costs (Stage 2) - Development of Stage 2 cost estimate for retaining walls and bridge/elevated walkway.
- 4.2.A.J - Retaining Wall Subsummary (Stage 3) - Calculation of quantities and creation of retaining wall subsummary sheet.
- 4.2.A.N - Bridge Estimated Quantities Sheet (Stage 3) – One (1) estimated quantities sheet.
- 4.2.A.O - Reinforcing Steel Schedule (Stage 3) – One (1) reinforcing steel list sheet.
- 4.2.A.S - Bridge General Notes (Stage 3) – Update only of bridge general notes.
- 4.3.C - Structures Costs (Stage 3) – Refining/finalizing Stage 3 cost estimate for retaining walls and bridge/elevated walkway.

Project Deliverables

The deliverables for this project will include:

Standards

- The deliverables for this project will follow City of Fairfield and ODOT CADD and Mapping Standards.

Reports & Plan Sets

- Feasibility Study/Preliminary Concept Evaluation will be performed, with information provided to Choice One Engineering for a schematic layout. No plan sheets are anticipated with this evaluation. A maintenance of traffic typical section will be provided in electronic file format (PDF). Paper copies are not anticipated.
- Stage 1 plans will be prepared and electronic copy in PDF format will be provided to Choice One Engineering. Contents of the Stage 1 plans will depend on the selected alternative above, but could include the following: bridge design report, retaining wall plan sheets, final structure site plan and updated conceptual MOT typical section(s).
- Stage 2 plans will be prepared and electronic copy in PDF format will be provided to Choice One Engineering. Contents of the Stage 2 plans will depend on the selected alternative above, but could include the following: MOT general notes, MOT typical sections, MOT plan sheets and retaining wall/bridge plans.
- Stage 3 plans will be prepared and electronic copy in PDF format will be provided to Choice One Engineering. Contents of the Stage 2 plans will depend on the selected alternative above, but could include the following: MOT subsummary, retaining wall subsummary, MOT general notes, MOT typical sections, MOT plan sheets, bridge estimated quantity sheet, reinforcing steel schedule, bridge general notes and retaining wall/bridge plans.
- Each plan submittal will also include a cost estimate in Estimator and a PDF printout of the estimate.

Assumptions

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

- Traffic will be maintained in both directions on US-127 at all times and will not require the use of a temporary traffic signal.

Exclusions

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

- Any task not specifically itemized in this Project Narrative and proposal.
- Temporary traffic signal plans/details
- Cost of permits

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

May 8, 2024

Choice One
8956 Glendale Milford Road
Suite 1
Cincinnati, OH 45140

Attn: Nick Selhorst, P.E., Project Manager

RE: BUT US127-0.61 Pleasant Avenue Shared Use Path
PID: 120879

Dear Mr. Selhorst:

O.R. Colan Associates (ORC) is pleased to submit a budget proposal on the above referenced project. The proposal includes Project Management, RE-95 forms, Appraisal Reports, 42 Year Title Searches, Negotiations, and Formal Closings. Further, ORC will utilize a sub-consultant, Beck Consulting, Inc. for the appraisal task. All work is to be completed per ODOT Office of Real Estate Scope Definitions for Right of Way Services.

Note: This proposal is for budgeting purposes and is based on assumptions from review of the project RFLOI posted 4/8/2024, review of the proposed project corridor, and direction from Choice One to include 16 ownerships. Upon the receipt of developed right of way plans ORC will submit a detailed final cost proposal based on parcel count, parcel complexity, and updated ODOT fee guidance, if any.

This budget is based on R/W acquisition beginning in May of 2025 per Ellis.

Respectfully,



Ben Stollar
Project Manager



Anna Lee Durastanti
Project Manager

c: Project File

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: OR Colan Associates

District: 8

Date: 5/8/2024

PID NO.: 120879

Task No.: 1

Project CRS: BUT US127-0.61 Pleasant Ave

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal				
a. RE 95 Preparation	parcel	5	\$400.00	\$2,000.00
b. R/W Appraisal Report (RE 25-17)	parcel	1	\$8,000.00	\$8,000.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel	4	\$4,500.00	\$18,000.00
d. Value Finding (RE 90)	parcel	5	\$1,750.00	\$8,750.00
e. Value Analysis	parcel	6	\$1,000.00	\$6,000.00
f. Project Data Book	parcel			\$0.00
g. Project Management	parcel	16	\$300.00	\$4,800.00
SECTION SUBTOTAL				\$47,550.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel			\$0.00
b. Full Title (42 year)	parcel	16	\$950.00	\$15,200.00
c. Title Update	parcel			\$0.00
d. Project Management	parcel	16	\$300.00	\$4,800.00

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

SECTION SUBTOTAL	\$20,000.00
SECTION TOTAL	\$67,550.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	16	\$1,150.00	\$18,400.00
b. Negotiation-package submission	parcel	16	\$1,150.00	\$18,400.00
b. Bill of Sale Negotiation	Per BS Parcel	2	\$1,750.00	\$3,500.00
c. Negotiation Trainee	parcel			\$0.00
d. Project Management	parcel	16	\$300.00	\$4,800.00
SECTION SUBTOTAL				\$45,100.00
6. Closings				
a. Mail Out	parcel			\$0.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	16	\$800.00	\$12,800.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel	0	\$300.00	\$0.00
e. Mortgage Release	per release	4	\$400.00	\$1,600.00
f. Project Management	per release	16	\$300.00	\$4,800.00
SECTION SUBTOTAL				\$19,200.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g Pre-Acquisition Report	parcel			\$0.00
Project Management for h Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00

Attachment: 2024-05-23_AgreementPleasant (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)

c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	16	\$125.00	\$2,000.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$2,000.00
SECTION TOTAL				\$66,300.00
GRAND TOTAL				\$133,850.00

CRS	BUT US127-0.61	
FPN#	E240669	
PID#	120879	State Job# N/A
Pre-Scope of Services Meeting	N/A	
Approved Final Scope of Services Minutes		

**THE OFFICE OF REAL ESTATE
SCOPE DEFINITIONS
FOR RIGHT OF WAY SERVICES**
(Revised 8 29 2014)

1. **Project Management:** The degree of difficulty in project management varies depending on the project size and complexity, and on the amount of tasks over which the consultant has direct control.
2. **Project Manager:** A professional prequalified by ODOT in the consultant's organization responsible for the planning and execution of the project delivery requirements. The Project Manager is responsible for minimizing risks throughout the lifetime of the project and resolving issues of uncertainty thus ensuring the project is delivered on schedule and in compliance with ODOT procedure.

The responsibilities of the Project Manager are as follows:

- A. Complete Progress Reports / Status Reports, attend meetings as scheduled and meet all established time lines.
 - B. Assure compliance with laws, regulations and procedures controlling all Right of Way disciplines that the Project Manager is managing as identified on the Task Division Sheet.
 - C. Responsible for assigned deliverables set forth in the contract.
 - D. The essence of a project manager is to complete delivery of the project without assistance from the District to include: Acquisition files that are compliant with ODOT procedure; to deliver the project by the time established per the scope; and to deliver a project having a minimal number of conditions. It is unacceptable to deliver a project requiring the District to devote its limited resources to correct problems that the Consultant was hired to manage and resolve.
3. **Pre-qualification:** The specific individuals listed on the Task Division Sheet and/or Attachment C, Schedule of Appraisal Formats, shall be pre-qualified by ODOT.
 4. **Project Mobilization Meeting (Scoping Meeting):** A project mobilization meeting will be held for the purpose of introductions and to address any questions relating to the project scope. The project mobilization meeting will outline contact persons and communication protocol. At this meeting all issues related to the specific job and its division of responsibilities will be resolved.

5. **Project Time line and Work Plan:** A project time line and workplan shall be submitted by the Consultant. The time line shall be a brief one page bar graph. The workplan shall be submitted on ODOT Form RE 101. They shall indicate the critical path of the project as it relates to overall project development. They shall include the date all acquisitions must be completed and parcels submitted to the District as signed or to be filed. This date will be identified by the District during project authorization. The Consultant must provide for reviews of the final product of each function contained in this scope on the date indicated in the project time line and workplan. Adherence to the project time line and workplan shall be strictly enforced.
6. **Late Fees:** If a due date cannot be met, the consultant must email a request in advance for a time extension outlining the circumstances that require such extension to the District Project Manager. Due dates will be communicated as part of the work authorization documents. The District Project Manager shall respond in writing to the request. If the request is denied, and the consultant does not deliver by the due date, the consultant's fee will be reduced as follows:

If the authorized task is not delivered by the close of business on the due date, the original fee for the task will be reduced by 2%. Thereafter, the original fee for the task will be reduced by 1% per day from the original amount until the task is received and officially date stamped by ODOT.

All parties acknowledge this penalty will not be applied if the reason for the delay is caused by the actions or request of ODOT. However, a request for a time extension must still be made in writing by the Consultant.

7. **Pay Items:** Pay items are only those tasks identified in the Schedule of Work Authorized.
8. **Plan Review:** The Consultant shall identify any plan problems that arise and notify the Project Manager in the District in writing. The consultant shall not suspend activity on a project as a result of minor plan discrepancies, unless instructed by the Project Manager in the District. Throughout the course of performing authorized tasks, identify problems with the plan including, but not limited to, missing topographical items based on a field check; items not marked as save or take; summary sheet errors; omissions; permanent parcel numbers (PPN) or Auditor Parcel Numbers (APN); volume and page; take area; Present Road Occupied (PRO). Any discrepancy must be immediately reported to ODOT.
9. **Compilation of Form RE 95:** The Property Inventory Classification form (RE-95) must identify the ownership of real estate and personal property to be acquired. Consultants shall complete and obtain owner and tenant signatures on the RE 95 prior to completion of the appraisals. If the owner or tenant refuses to sign the RE 95, a notation must be

made detailing efforts made to obtain the signatures and the agent must sign the form. Any exceptions shall have prior approval of the District Project Manager.

10. **Pre-Acquisition Survey (Interview):** Shall be in compliance with the Relocation Section of the ODOT Real Estate Manual. The Consultant shall be responsible for the completion of the pre-acquisition survey and all applicable forms with photos of all real property structures attached on a separate sheet of paper. Notes and RE 610 form shall be prepared in conjunction with the pre-acquisition survey.
11. **Pre-Acquisition Report:** Shall be in compliance with the Relocation Section of the ODOT Real Estate Manual. The Consultant shall be responsible for the completion of the report if authorized.
12. **R/W Cost Estimate:** The estimated costs of property payments and Relocation Assistance Program (RAP) payments shall be prepared by the Consultant in accordance with current requirements of ODOT after a contract has been executed. This estimate will be utilized by the District to establish a proper right-of-way cost encumbrance amount and shall be completed thirty (30) days before completion of the first appraisal.
13. **Preparation of Legal Instruments:** The Acquisition Consultant shall be responsible for preparing all instruments and forms necessary for the acquisition of the parcel, including deeds, easements, contracts, letters (including the Introductory Letter), agreements and all other forms required for the submission of the billing package as defined by the ODOT Real Estate Manual and the attached exhibits.
14. **Title Work:** The Consultant, under the direction and to the satisfaction of the Department of Transportation, State of Ohio, shall search the public records concerning the titles to the highway parcels of such real estate in a form acceptable to the State, and shall comply with the ODOT procedures as set forth in the ODOT Real Estate Manual. All notes and reports are to be type written by the Consultant. The Consultant shall submit the following:
 - A. One original written title report to include the title report, the title chain and all pertinent attachments. The paper copy shall have the original signature of the title agent in the verification block.
 - B. The title report and the title chain shall be in MS Word. Electronic title reports shall bear the type written name of the title agent. All attachments will be in .pdf format.
 - C. Each title report shall contain copies of the Auditor's card and tax map.
 - D. Ownerships for corporations, LLCs, Limited Partnerships, shall include status, and registered agent's information from the Secretary of State.

The Consultant understands that the term “parcel” or “parcel of land” as used herein means that unit of land as delineated and numbered on the right of way plans and all contiguous lands, record title to which is in the same person or persons, the whole or any part or parts of which, or any right or rights, interest or interests therein are acquired or to be acquired for highway purposes without regard to the parcel suffix(s), number of descriptions, or County Auditor tax parcels that may be involved.

Consultant shall review the title reports and chains against the right of way plans. Any discrepancies between the title and the plans shall be brought to the District’s attention in writing.

Copying/Reproduction cost shall be included in the overall cost for the Title Report. However, reproduction fees charged by a county will be reimbursed upon submittal of receipts.

- 14a. **Abbreviated Title:** See Section 5103 of the ODOT Real Estate Manual.
- 14b. **Full Title:** See Section 5102 of the ODOT Real Estate Manual.
- 14c. **Title Update:** See Section 5104 of the ODOT Real Estate Manual.
- 14d. **Title Updates for Appropriation:** See Section 5105 of the ODOT Real Estate Manual. Title Updates for Appropriation will be paid for as a separate pay item and will not be part of the fee paid for negotiations or closings. Updates will be prepared by the Consultant for appropriation cases. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package. Updates shall include a check for any additional contiguous parcels which have been acquired by the owner. If any are found, the consultant is to notify ODOT in writing immediately to obtain authorization to complete title work on the additional parcel, if necessary, as determined by ODOT.
- 15. **Appraisal:** The process of estimating compensation for the part taken and damages, if any, to the part not taken when ODOT acquires Rights of Way. All appraisals shall be done in compliance with the ODOT Real Estate Manual Sections 4000 through 4500. Any discrepancies found between the plans and the field checks must be brought to the attention of ODOT immediately.

The appraisal format to be used for each parcel shall be in accordance with the Schedule of Appraisal Format included as Attachment “C”.

The submission by the Consultant shall be by one electronic version (pdf) and three exact original paper copies. All color photos must be indistinguishable from the original.

- 15a. **Appraisal Upgrades:** A change in format from the appraisal's original format to a more complex format as determined by project need. Should a change in format be viewed as necessary, the Consultant must contact ODOT in writing immediately to obtain written approval by ODOT of the proposed change.
- 15b. **Appropriation Appraisal Work:** Any appropriation activity performed at the request of the AAG must be first authorized by the District. Any work performed at the sole request of the AAG without prior authorization from the District may be subject to non-payment.
- 16. **Appraisal Review:** The mandatory review of the valuation or appraisal prepared for each parcel to be acquired. All Appraisal Review work will be in conformance with the requirements of the ODOT Real Estate Manual.
- 17. **Acquisition (Negotiations):** All acquisition activities shall be done in accordance with the ODOT Real Estate Manual.
- 17a. **W-9 and Vendor Information Form:** The Consultant shall obtain in addition to a signed IRS form W-9, a Vendor Information Form completed and signed by each property owner listed on the most recent title report. No letters of assignments shall be used.
- 17b. **Salvage Value & Removal Agreement:** The Consultant is to estimate the salvage value, if needed, and submit the RE 68 to the District for approval prior to presenting to property owners. At the same time, the Agreement for Removal (RE 66) should also be submitted to the District for approval prior to presenting to the owner. No additional compensation shall be paid for low value (nominal) Salvage Value Estimates. High Value Salvage Estimates requiring expert cost estimates may be negotiated for additional compensation.
- 17c. **Mortgage Release:** The Consultant needs to determine if a mortgage release is to be completed and it must be documented in the Negotiator notes. Further, if a release is needed, the consultant must start the process to secure a mortgage release at the time of the offer. This also must be documented in the Negotiator notes.
- 18. **Relocation Assistance:** All relocation activities shall be the responsibility of the Consultant. The consultant acknowledges that all relocation activities shall be done in accordance with Sections 6100 through 6700 of the ODOT Real Estate Manual.

The consultant will submit all replacement Housing Determinations to the Agency for approval before an offer is made to the displaced person. The Agency will provide approval or rejection of determinations as soon as possible. The consultant shall submit all claim forms and supporting documentation to the Agency for approval before any claim form is presented to the displaced person.

On parcels involving rent supplemental payments, the consultant shall be responsible for the first payment and subsequent payments that normally occur before the project is certified. Rent supplement payments that occur after the project is certified by the consultant will be the responsibility of the District.

All notes and reports are to be type written by the consultant.

19. **Relocation Reviews:** Relocation review work occurs on each activity before the particular activity is completed as detailed in section 6112 of the ODOT Real Estate Manual.
20. **Relocation Appeals:** The Consultant shall submit any relocation appeals directly to Central Office Real Estate with a copy to the District. In the response to the appeal, the consultant will list the issues raised in the displaced persons appeal letter, respond to each issue, provide a brief summary of the current status of the appeal, and provide a recommendation for the resolution of the appeal.
21. **Asbestos Collecting:** The process is to collect an appropriate number of samples from all affected structures, and to submit the samples to ODOT and/or the pre-determined Asbestos Testing consultant to determine if the asbestos present must be abated. This task must be performed by a licensed asbestos inspector. Report of findings must be accompanied by the Asbestos Testing consultant's recommendations for remediation together with an EPA Notification of Demolition and Renovation form containing on it all asbestos containing materials (ACM) and amounts recommended for removal.
22. **Preparation of Individual Parcel Files:** The Consultant shall be responsible for the assemblage and maintenance of acquisition files in accordance with ODOT's Real Estate Manual Section 5800.

File Naming Convention – In order to organize and standardize all of the electronic files, every document will need to be named according to the 5800 Section of the ODOT Real Estate Manual. It shall be the responsibility of the consultant to ensure deliverables are correctly named.

23. **Administrative Settlement:** See ODOT Real Estate Manual Section 5201. The Consultant shall have authority to authorize administrative settlements up to \$1,000 per parcel without prior approval of the District, provided there is ample support for the additive and that the parcel file and negotiator notes contain full documentation of the support.

When there is perceived need for an administrative settlement beyond \$1,000, the consultant shall submit a written request to the District. The written request should document the logic and reasoning for the administrative settlement. The District will

review the request. If approved, the District will grant authority for the administrative settlement in writing in advance of the consultant concluding the negotiations.

Preparation of ODOT form RE 65 is the responsibility of the District office. When the consultant hands in the signed Contract of Sale and Purchase, the Value Analysis/RE 22 will be updated by ODOT to include the administrative review. Once the Administrative Settlement is complete, the consultant shall change the warranty deed or other instrument(s) to reflect the new amount.

24. **Appropriation Coordination:** The District will be the primary contact for all appropriation coordination activities. The District will also act as the primary contact for the Consultant on issues relative to the AAG's Office. When a parcel is submitted to the District for appropriation, the Consultant will forward the entire parcel file with the billing package. Upon receipt of the appropriation billing package from the consultant, the District will forward the appropriation package and warrant to the AAG for filing.

Title updates will be prepared by the Consultant for appropriation cases only if authorized by the District. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package. Updates shall be in compliance with Section 5105 of the ODOT Real Estate Manual. The District will be responsible for tracking the timely filing of an appropriation parcel by the AAG to ensure clearance dates are met. The Consultant shall submit all appropriation packages no later than the date set by the Project Manager.

The Consultant will prepare Red Books only if authorized by the District. The Consultant will also remain available for consultation to the AAG and, if authorized, the Consultant will provide court testimony. The District will file the proper documentation upon receipt of a final court entry.

Any appropriation activity performed at the request of the AAG must be first authorized by the District. Any work performed at the sole request of the AAG without prior authorization from the District may be subject to non-payment.

25. **Billing Packages:** The Consultant must submit the original billing package (signed parcels, appropriations, or Relocation Assistance payments) to the District for review and processing. Billing package contents for acquisition parcels shall comply with Section 5200 of the ODOT Real Estate Manual and Attachment "A". Billing packages for relocation parcels shall comply with the Relocation Section of the ODOT Real Estate Manual.

All billing requests will be reviewed and warrants requested/processed by appropriate District personnel only upon approval of the billing package.

Consultants need to submit W-9s and Vendor Information forms as soon as obtained from the property owner and prior to submitting the billing package. W-9's and the

Vendor Information Forms shall accompany a copy of the RE 46 and a lease agreement if there is a tenant. Failure to do so will delay the processing of the billing package.

In the case of signed parcels, the warrant will be mailed to the Consultant for closing. The District will process all appropriation packages after receiving all necessary information from the Consultant.

26. **Closing:** Closing is the process of disbursing funds to the property owner, obtaining the instrument from the property owner, recording the instrument, paying the necessary pro-rated real estate tax, exempting the acquired property from real estate taxation, obtaining all necessary releases, and arranging the file in accordance with ODOT procedures. All closings shall be done in compliance with Sections 5600 and 5700 of the ODOT Real Estate Manual.

All closing activities are the responsibility of the consultant. Closing activities include but are not limited to:

- A. Prepare mortgage and lien releases; secure these releases on encumbered property from the property owners or the mortgage/lien holders, as early in the process as possible. The initiation of the release process is the responsibility of the Negotiator. The closing agent is responsible for reviewing the work of the Negotiator and assuring the completion of the release if not already obtained by the Negotiator.
- B. All recording information shall be included in the consultant's status report.
- C. Deposit the pro-rated taxes with the required county office and obtain a receipt. ODOT forms RE 30-A & RE 31 will be completed and submitted to the County Auditor's office. Copies of the RE 30-A, RE 31, RE 44, RE 45, RE 57, Recorded Instrument and the tax paid receipt are to be submitted to the District Office.

RE 30-A's are only prepared when ODOT acquires the fee simple estate in the name of ODOT. RE 30-A's are not prepared on parcels acquired in name of the LPA. See Section 5600 and 5700 of the ODOT Real Estate Manual.

When a property is acquired in the name of a Local Public Agency, the original instrument along with copies of the RE 57, RE 44 & RE 45 and the tax paid receipts are sent to the Local Public Agency to file for exemption.

- D. The Closing Consultant shall monitor the property owner for compliance with the Agreement for Removal (RE 66) and complete closing with the owner and secure receipt upon property owner's compliance with the Agreement.
- E. Title updates are to be prepared for closing and are not a separate pay item.

- F. After the completion of every closing, and within thirty days of closing, the consultant shall prepare and submit to the District the following:
1. All original correspondence relative to the closing of the parcel including, but not limited to: the property owner and the mortgage/lien holders.
 2. Original recorded instruments and releases.
 3. Original signed Closing and Settlement Statement (RE 44/44-1).
 4. Warrant receipts for warrant payments and receipt for taxes/assessments.
 5. The affidavit by seller (RE 45).
 6. An original and a title update copy of the original title with original certification that no changes have occurred in the property title dated immediately before the closing of the right of way parcel.
 7. The completed Auditor's estimate of prorated taxes and assessments (RE 57). Receipts for taxes and assessments from the county auditor. The copies of the RE 30 or RE 31 that are date stamped by the County Auditor's Office. Copy of exemption from Real Property conveyance fee form DTE 100(ex).

The Consultant will be responsible for paying the appropriate County for recording fees for both plan sheets and all acquisition instruments. [The Consultant shall be reimbursed by ODOT for actual recording fees. Receipts for recording fees must be transmitted to the District along with invoices for consultant services.]

- 26a. **Closing for Structure Parcels:** After closing or upon possession by ODOT, the Consultant is responsible for:

The closing agent is responsible for inspecting the property and completing the RE 95-R (only to be performed when ODOT acquires a building).

The closing agent is responsible to coordinate with the utility companies to assure disconnection of utilities and removal of meters.

Insure that the building has been left in a "broom clean" condition.

Insure that rat bait, if needed, has been placed in accordance with Section 7200 of the ODOT Real Estate Manual. Insure that "No Trespassing" signs are posted.

Deliver the keys to the District.

If rental agreements are necessary, the consultant shall notify the District at the earliest point in time. Preparation and execution of the rental agreements will be handled by the District.

27. **Property Management:** If a Consultant is to be hired for property management duties, the Task Division Sheet will define any such responsibilities. This will be a separate pay item when authorized.
28. **Project Status Reports:** The Consultant shall provide status reports on a date or at intervals determined by the District Real Estate Administrator. These status reports shall be in a format acceptable to the District Real Estate Administrator, as established at the task scoping meeting. The status reports shall be stand-alone documents indicating the complete current status of the project.
29. **Project Certification:** Means the consultant has completed all of the assigned work by the agreed upon completion date in accordance with the Scope document and that the work has been performed in conformance with the ODOT Real Estate Manual which implements the Ohio Administrative Code, the Ohio Revised Code, Uniform Standards for Professional Appraisal Practices (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the Uniform Act), and all other local, state and federal laws, policies, ordinances or regulations. ODOT Real Estate Manual Section 2400, Certification of Right of Way Control, details the procedures. Consultants shall provide the applicable R/W Certification Control Letter to the District. If an extension is requested, the Consultant must estimate when the Right of Way will be cleared. The District will determine the acceptability of any such request.
30. **Final File Disposition:** Final file disposition is the process whereby the Consultant shall send any remaining original files to the respective District Office(s). This shall include all assigned parcel files, appropriation files, property management files and relocation files. The Consultant shall maintain and submit a log of the volume and page numbers of the recording data of the instruments at the close of the project. Most original documents will be submitted prior to final file disposition. The Consultant shall submit the remaining original and/or electronic files to the District in a manner compliant with the 5800 Section of the Acquisition Manual within 30 days after the last closing on the project.
31. **Consultant Evaluation:** At the conclusion of a project and upon completion of the evaluation, the Consultant or ODOT can request a performance review meeting. Performance review meeting attendance is required. This evaluation information will be entered to the Consultant Evaluation System for future reference.
32. **Property Owner Opinion Surveys:** Surveys will be compiled and distributed by the Office of Real Estate. A copy of all applicable surveys will be provided to the consultant by the District. Any required follow up actions with the property owner are the sole responsibility of the acquiring agency.
33. **Quality Assurance Reviews:** The Ohio Department of Transportation, Office of Real

Estate, reserves the right to perform a Quality Assurance Review at any time, to assure compliance with the ODOT Real Estate Manual.

34. **Project Meetings:** The Consultant shall meet with the District Office when requested to do so by the District.
35. **Compliance Review:** The District may review Consultant performance throughout the duration of the project. The review may include but is not limited to any of the following:
 - A. A personal visit with the property owner either by the District, or by the District accompanied by the Consultant.
 - B. Various reviews of parcel files as requested.
 - C. Submittal of Negotiator Notes and/or Relocation Notes at any time throughout the project.
 - D. Submittal of any of the Appraiser's work product at any time throughout the duration of the project (i.e. owner accompaniments letter, comparable sales, draft appraisal)

These reviews may occur on all real estate processes performed by the consultant. The purpose of the reviews will be to monitor and evaluate the performance of consultant personnel, and identify problems and deficiencies that need to be addressed to improve performance. It will also be beneficial in identifying and acknowledging outstanding performance, and will provide information for the consultant evaluation at the completion of the project.

36. **Compensation for Services:** The negotiated fee shall be based on a completed task as outlined in the Scope and Letter of Authorization. The Scope of Services clarifies these responsibilities and does not necessarily indicate separate pay items. No additional compensation for any required reviews deemed necessary will be considered. Compensation for Services not contemplated by this scope of services or clearly not included within the scope of services described herein shall be negotiated in accordance with Chapter 5 of the Specifications for Consulting Services. The consultant shall submit invoices prepared on standard ODOT Real Estate invoice forms. The Consultant shall provide, as specified by ODOT, detailed documentation for invoicing and payment for services. Forms are supplied to the consultant as an attachment to their authorization to proceed.
37. **Negotiation Trainee:** The Consultant has the option to utilize a staff employee (trainee), who does not hold a Negotiation pre-qualification, to assist a pre-qualified Negotiator on parcel negotiations. A time limit of one (1) year will be placed on the negotiators trainee status which initiates at the first offer made. The trainee must be present at the time of offer and the negotiator notes must thoroughly document all activity of the trainee. The consultant must include the name of the Trainee(s) on the cost proposal submission. A master list will be maintained by Central Office Real Estate.

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ATTACHMENT “A”

DOCUMENTS NEEDED FOR ACQUISITION BILLING PACKAGES

Documentation to be included in the following order, clipped together:

1. Original W-9 plus a copy sent in with the signed parcel.
2. Original vendor information form plus a copy sent in with the signed parcel.
3. Copies of all title reports and all title updates.
4. Original and copy of the contract for sale and purchase if acquisition was by WD or WL. Or, signed instruments (-easements, work agreements, temporaries, special waiver of damage, etc.) If non-warranty deed acquisition.
5. Value analysis or RE 22.
6. Original negotiator notes to also include attached correspondence.
- 6a. RE 61 (if needed)
Copy of Notice of Intent to Acquire and Good Faith Offer, along with documentation detailing if it was presented personally or by certified mail.
7. Copy of any revised Good Faith Offers.
8. Copy of any notice of intent to appropriate. Along with documentation detailing how it was delivered to owner.
9. Copy of plan letters
10. Copies of the colored R/W plans and cross sections provided to the property owner.(and any other plan sheets as appropriate).
11. Copy of the Introductory Letter.
12. Original or copy of signed RE 95 (if applicable).
13. Original agreement for removal (RE 66, if applicable).
14. Original salvage value (RE 68, if applicable).
15. Original right of entry including exhibits A & B (if applicable).
16. Copy of donation letter (if applicable).
17. Original corporate resolutions and affidavits (if applicable).
18. Bills of Sales (if applicable).
19. RE 22-1 (blue sheet, if applicable).
20. Disclaimer (RE 56 if applicable).
21. Any other documentation that is necessary to allow a reader of the file to understand that the acquisition process has been done in a manner that is compliant with the ODOT real

estate manual.

- If you have signed instruments, then the copies must have the signatures.
- If there is an administrative settlement, the instrument and contract must reflect the new amount.
- If the parcel is appropriated, the consultant is to provide their copy of the appraisal along with their copy of the RE 22.
- Make sure that your signed instruments are signed exactly as the names appear on the instrument, title, or add nka, aka and notarized. All signatures should have the typed or printed name below the signature.
- Any packages not containing the above-listed items will be returned to be corrected and the warrant will not be released until the consultant submits a compliant billing package.

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ATTACHMENT “B”

DOCUMENTS NEEDED FOR RELOCATION BILLING PACKAGES

The following guidelines are to be used as a reference in preparing for payment. Most types of payments are covered; however, relocation billings vary due to the type of eligible benefits and the timing and manner of payments.

RESIDENTIAL -MOVING COSTS

Fixed Schedule: Consultant to deliver all forms in compliance with Section 6402.06

6402.06 Billing Package - Fixed Payment Self Move

Once the Move Authorization Letter has been sent, the relocation agent shall immediately prepare the billing package for move reimbursement. The complete billing package must be approved by the Relocation Reviewer prior to the RE-617 being presented to the displaced person for signature. The contents of the billing package for fixed payment self move is:

1. One copy of W-9.
2. Original Moving Claim (RE 617).
3. One copy of the Site Occupant Qualification Record (RE 610).
4. One copy of the Residential Inventory (RE 613).
5. One copy of the Move Authorization Letter.
6. One copy of Inventory Classification (RE 95).

7. One copy of the Agents Notes starting on the date of the last billing package submission to the current date (must be typed). If this is the first billing package, the notes from the pre-acquisition survey forward should be submitted.
8. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

Contract Move Section 6403.05

6403.05 Billing Package - Residential Contract Move

Once the move invoice has been received, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE - 617 being presented to the displaced person for signature. The contents of the billing package for a residential contract move are:

1. One copy of W-9.
2. Original and one copy of the Claim (RE 617).
3. One copy of the Site Occupant Qualification Record (RE 610).
4. One copy of Inventory Classification (RE 95).
5. One copy of the Relocation Offer letter if not previously submitted.
6. One copy of mover's invoice and proof of payment, when applicable.
7. One copy of bids obtained by the agency or displaced person.

8. One copy of the Letter of Assignment when the payment is going to a party other than the displaced person. The assignment letter must be signed and dated by both the displaced person and the assignee. The assignee's Tax ID number or social security number must appear on the form. In addition, a W-9 must be obtained from the assignee and included in this billing package.
9. One copy of the Move Authorization Letter.
10. One copy of the Agent's Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

A move reimbursement warrant shall not be released to the displaced person until the displaced person provides proof of payment. Proof of payment should be the invoice marked "paid in full" and signed and dated by the mover. In absence of the invoice, a canceled check will suffice.

Self-Move Section 6404.07

6404.07 Billing Package Residential Actual Cost Self Move

The complete billing package must be approved by the Relocation Reviewer prior to the RE 617 being presented to the displaced person for signature. The contents of the billing package for a residential contract move are:

1. One copy of W-9.
2. Original and One Copy of the Claim (RE 617).
3. One copy of the Site Occupant Qualification Record (RE 610).
4. One copy of Inventory Classification (RE 95).
5. One copy of the displaced person's approved estimated statement of move costs.
6. One copy of the displaced person's actual move cost statement.
7. One copy of bids obtained by the agency (if applicable).
8. One copy of the Move Authorization Letter.
9. One copy of the Agent's Notes (must be typed).
10. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

Residential Replacement Housing Payments - Owner occupant - 180 days or more who purchases Section 6601.07

6602.07 Billing Package - Owner Occupant of 180 Days or More Who Purchases

The complete billing package must be approved by the relocation reviewer prior to the Non Residential Claim Form (RE 617-1) being presented to the displaced person for signature. The contents of the billing package for a replacement housing payment are:

1. W-9 Form.
2. Original and one copy of the Residential Claim form (RE 617).
3. One copy of the Residential Site Occupant Relocation Record form (RE 610).
4. One copy of the Relocation Comparables and Additive Computation form (RE611).
5. One copy of the proof of purchase (closing statement signed & dated by both parties and a signed warranty deed).
6. One copy of the *Final* Increased Interest Computation (Excel printout), if applicable.
 - A. One copy of documentation to support all figures used in the computation, i.e., the note, payment stub, bank statement, etc.
 - B. One copy of the *Estimated* Increased Interest Computation (Excel print out).
7. One copy of the Computation – Incidental Expenses form (RE 611-2), if applicable.
 - A. One copy of proof of incidentals if not shown on the closing statement. Receipts must be signed and dated.
8. One copy of the Typical Home Site Computation form, if applicable (RE 612).
9. One copy of the White Sheet (RE 22).
10. One copy of the Decent, Safe and Sanitary Certification form (RE 616).
11. One copy of the Relocation Offer Letter/90 Day Notice Letter (RE O).
12. One copy of the Memo to File on a request for Last Resort Housing, if applicable.
13. One copy of the Memo to File on a request for the Use of Less than Three Comparables, if applicable.
14. One copy of the Assignment Letter when payment is made to a third party. The assignment must be signed and dated by both the displaced person and the assignee. The assignee's tax identification number should appear on this form.
15. One copy of the Appeal Letter & documentation, if applicable.
16. One copy of the Realty Specialist typed notes (RE 115) or typed equivalent.
17. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

Owner Occupant - 90 to 180 days, or

Tenant Occupant - not less than 90 days who purchases –

1. Original of replacement housing claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the replacement housing computation RE 611.
4. One copy of the proof of purchase (properly executed closing statement and warranty deed).
5. One copy of the D.S. S. certification RE 616.
6. One copy of the assignment letter when payment is to be made to a third party. The assignment letter must be signed and dated by both the displacee and the assignee. The assignee's T.I. number should appear on this form.
7. One copy of the incidental expense computation RE 611-2.
 - A. One copy of proof of incidental expenses if not shown on the closing statement. Receipts must be signed and dated.

8. One copy of the offer/90 days notice letter RE-C
9. One copy of the counselor's notes (must be type written) RE 615.
10. One copy of last resort housing approval, if applicable.
11. One copy of appeal documentation, if applicable.
12. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

Owner Occupant or Tenant Occupant 90 days or more who rent Section 6602.07

6602.07 Billing Package - Owner Occupant of 180 Days or More Who Purchases

The complete billing package must be approved by the relocation reviewer prior to the Non Residential Claim Form (RE - 617-1) being presented to the displaced person for signature. The contents of the billing package for a replacement housing payment are:

1. W-9 Form.
2. Original and one copy of the Residential Claim form (RE 617).
3. One copy of the Residential Site Occupant Relocation Record form (RE 610).
4. One copy of the Relocation Comparables and Additive Computation form (RE 611).
5. One copy of the proof of purchase (closing statement signed & dated by both parties and a signed warranty deed).
6. One copy of the *Final* Increased Interest Computation (Excel printout), if applicable
 - A. One copy of documentation to support all figures used in the computation i.e. the note, payment stub, bank statement, etc.
 - B. One copy of the *Estimated* Increased Interest Computation (Excel printout).
7. One copy of the Computation – Incidental Expenses form (RE 611-2), if applicable.
 - A. One copy of proof of incidentals if not shown on the closing statement. Receipts must be signed and dated.
8. One copy of the Typical Home Site Computation form, if applicable (RE 612).
 - A. One copy of the White Sheet (RE 22).
9. One copy of the Decent, Safe and Sanitary Certification form (RE 616).
10. One copy of the Relocation Offer Letter/90 Day Notice Letter (RE O).
11. One copy of the Memo to File on a request for Last Resort Housing, if applicable.
12. One copy of the Memo to File on a request for the Use of Less than Three Comparables, if applicable.
13. One copy of the Assignment Letter when payment is made to a third party. The assignment must be signed and dated by both the displaced person and the assignee. The assignee's tax identification number should appear on this form.
14. One copy of the Appeal Letter & documentation, if applicable.
15. One copy of the Realty Specialist typed notes (RE 615) or typed equivalent.
16. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

Personal Property Moves

Fixed Schedule: The built-in dislocation allowance for rooms 1-3 does not apply to detached structures. Therefore, “pay rooms” to compensate for the cost of moving personal property will be equivalent to \$150 per room.

1. Original of the moving claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the counselor’s notes (must be type written) RE 615.
4. One copy of any miscellaneous documentation or memo to file in support of payment if applicable.

Actual - Contract Move: (Need estimates)

1. Original of moving claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the certified personal property inventory RE 613.
4. One copy of the inventory classification RE 95,
5. One copy of the move specifications.
6. One copy of the qualified mover’s invoice, signed and dated, and one copy of any estimates obtained by the agency.
7. One copy of the assignment letter when payment is to be made to a third party. The assignment must be signed and dated by both the displacee and the assignee. The assignee’s Tax Identification number should appear on this form.
8. One copy of the self-move authorization/move cost offer letter.
9. One copy of the Relocation Offer Letter RE-PP.
10. One copy of the counselor’s notes (must be type written) RE 615.
11. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

Self-Move

1. Original of moving claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the certified personal property inventory RE 613.
4. One copy of inventory classification RE 95.
5. One copy of statement signed and dated by displacee indicating “actual reasonable costs” agreeable to move personal property.
6. One copy of self move authorization/move cost offer letter.
7. One copy of counselor’s notes (must be type written) RE 615.
8. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

COMMERCIAL, FARMS, AND NON-PROFIT ORGANIZATIONS MOVING COSTS

This is all included under Non-Residential Self Move and Billing Package is Section 6507.09.

6507.09 Billing Package - Non Residential Self Move

Once approved move reimbursement is established, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE 617-1 being presented to the displaced person for signature. The contents of the billing package for a non residential self move are:

1. One copy of W-9.
2. Original Moving Payment Claim (RE 617-1).
3. One copy of the Site Occupant Qualification Record (RE 610-1).
4. One copy of the Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified personal property inventory (RE 613-1 or equivalent).
7. One copy of the approved Move Specifications.
8. One copy of moving bids obtained by the agency or displaced person or one copy of Move Cost Finding.
9. One copy of the Move Authorization Letter
10. One copy of the Agents Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

Contract Move Section 6506.09

6506.09 Billing Package - Non Residential Contract Move

Once the final invoice has been received, the relocation agent shall immediately prepare the billing package. The complete billing package must be approved by the relocation reviewer prior to the Non Residential Claim Form (RE 617-1) being presented to the displaced person for signature. The contents of the billing package for a non residential contract move are:

1. One copy of W-9.
2. Original Non Residential Claim (RE 617-1).
3. One copy of the Non Residential Site Occupant Qualification Record (RE 610-1).
4. One copy of the Non Residential Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified Personal Property Inventory (RE 613-1).
7. One copy of the Move Specifications.
8. One copy of qualified mover's invoice signed and dated; one copy of proof of payment, if applicable.
9. One copy of moving bids obtained by the agency or the displaced person.
10. One copy of the Letter of Assignment when the payment is going to a party other than the displaced business. The assignment letter must be signed and dated by both the displaced person and the assignee. The assignee's Tax ID number or social security number must

appear on the form. In addition, a W-9 must be obtained from the assignee and included in the billing package.

11. One copy of the Move Authorization Letter.
12. One copy of the agent's notes (must be typed).
13. One copy of miscellaneous documentation or memo(s) to file in support of the payment, if applicable.

Non-Residential Self Move and Billing Package: Section 6507.09

6507.09 Billing Package - Non Residential Self Move

Once approved move reimbursement is established, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE 617-1 being presented to the displaced person for signature. The contents of the billing package for a non residential self move are:

1. One copy of W-9.
2. Original Moving Payment Claim (RE 617-1).
3. One copy of the Site Occupant Qualification Record (RE 610-1).
4. One copy of the Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified personal property inventory (RE 613-1 or equivalent).
7. One copy of the approved Move Specifications.
8. One copy of moving bids obtained by the agency or displaced person or one copy of Move Cost Finding.
9. One copy of the Move Authorization Letter.
10. One copy of the Agent's Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

This is all included under Non Residential Self Move and Billing Package is Section 6507.09

1. Original of the moving claim RE 617-1.
2. One copy of the site occupant qualification record RE 610-1.
3. One copy of the certified personal property inventory RE 613-1.
4. One copy of the inventory classification RE 95.
5. One copy of the move specifications.
6. One copy of documentation evidencing that move estimates were not obtainable.
7. One copy of all receipts or other evidence of expense (i.e. payroll equipment, rental, etc).
8. One copy of self move authorization letter.
9. One copy of the Relocation Offer Letter.
10. One copy of the counselor's notes (must be type written) RE 615.
11. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

Fixed Payment for Moving Expenses-Non Residential.

6509.09 Billing Package - Non Residential Fixed Payment

Once approved move reimbursement is established, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE 617-1 being presented to the displaced person for signature. The contents of the billing package for a non residential fixed payment are:

1. One copy of W-9.
2. Original Moving Payment Claim (RE 617-1).
3. One copy of the Site Occupant Qualification Record (RE 610-1).
4. One copy of the Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified personal property inventory (RE 613-1 or equivalent).
7. One copy of the displaced business proof of two years net income (tax returns).
8. One copy of moving bids obtained by the agency or displaced person or one copy of Move Cost Finding
9. One copy of the Move Authorization Letter.
10. One copy of the Agent's Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

Direct Loss of Tangible Personal Property

1. Original of the moving claim RE 617-1.
2. One copy of the site occupant qualification record RE 610-1.
3. One copy of the computation for actual direct loss of personal property RE 618-1.
4. One copy of certified, personal property inventory with items claimed under direct loss identified separately RE 613-1.
5. One copy of the inventory classification RE 95.
6. One copy of the counselor's notes (must be type written) RE 615.
7. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

Search Expenses

1. Original of the moving claim RE 617-1.
2. One copy of the site occupant qualification record RE 610-1.
3. Original statement of expenses in searching for replacement RE 618.
4. One copy of the search authorization letter.
5. One copy of the counselor's notes (must be type written) RE 615.
6. One copy of miscellaneous documentation or memo to file, in support of payment, if applicable.

Storage Expenses

1. Original of the moving claim RE 617-1.
2. One copy of valid invoice presenting the costs for storage of properly inventoried items. Invoice must be signed and dated.
3. One copy of the certified personal property inventory RE 617-1/RE 617.
4. One copy of signed, dated storage authorization letter.
5. One copy of the counselor's notes (must be type written) RE 615.
6. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

Agreement for Bidder's Services

1. Original of the signed and dated invoice from the bidder.
2. Original Agreement for Bidder's Service RE 614.
3. Original signed and dated estimate.
4. One copy of the certified personal property inventory RE 613-1.

End OR Colan Proposal

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One 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 the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.



Contact Information

Scott Timmer, City Manager
 stimmer@fairfieldoh.gov
 513.867.5350

FOR IMMEDIATE RELEASE

October 17, 2023

Grant Awards to Jumpstart Two Critical Neighborhood Connectivity Projects

The City of Fairfield is excited to announce the award of nearly \$2.5 million in Federal transportation grant funding to support two priority shared use projects within the City's neighborhoods. The funding was announced by the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) on October 12, 2023 as part of a \$50.4 million package of transportation projects within the region.

"The City is excited and appreciative of the funding to advance these two critical projects," said Scott Timmer, Fairfield City Manager. "With these funds, we will improve the connectivity of our neighborhoods with major park facilities, Fairfield's Town Center, and other regional trail networks. The opportunity to improve our connectivity is crucial for continued vitality in Fairfield."

Both projects were identified as priorities in the Fairfield Connects plan, a connectivity master plan adopted by Fairfield City Council to identify opportunities to improve the walkability and bikeability of the City and its neighborhoods. The Fairfield Connects plan was prompted in response to significant community input received during creation of the Fairfield Forward Comprehensive Plan. During the Fairfield Forward planning process, many residents suggested improvement to the City's network of sidewalks and shared use paths to better connect residents with local amenities, parks, and adjacent neighborhoods.

The two projects include:

1) Great Miami River Trail Extension

OKI approved funding in the amount of \$750,306 towards extension of the Great Miami River Trail (GMRT) from its current terminus at Waterworks Park to connect with the existing trail segment within Marsh Park. This extension, to be constructed in 2027, will bring the trail south to the roundabout at River and Gray Roads, facilitating future expansion to the Furfield Dog Park.

The City has been strategically acquiring property in recent years to create a path for the trail extension. The trail is seen as a critical component to the long-term plans to enhance and activate Marsh Park. Unlike many sections of the GMRT that follow the Great Miami River, Fairfield's segment will be unique in that it will move away from the river, providing stunning views of Marsh Lake and improved connections to the surrounding neighborhoods.

The GMRT is a regional multi-use trail envisioned to extend from Shawnee Lookout Park in Hamilton County north to Sidney in Shelby County. Completion of the Fairfield segment is critical in achieving this goal. Neighboring jurisdictions have secured funding to close the remaining trail gaps between Hamilton and Middletown, connecting Fairfield and Piqua with more than 80 miles of unbroken trail.



Contact Information

Scott Timmer, City Manager
 stimmer@fairfieldoh.gov
 513.867.5350

2) Pleasant Avenue Shared Use Path

OKI approved funding in the amount of \$1,738,290 towards construction of a shared use path on the west side of Pleasant Avenue/US 127 between Hunter Road and Wessel Drive. This project, to be constructed in 2027, will create a separated shared use path in coordination with traffic calming improvements planned for the corridor.

As currently configured, Pleasant Avenue effectively only facilitates motor vehicles usage as the primary transportation method of the corridor. The path will connect neighborhoods with two major anchors on each end. To the north, the new path will connect the Fairfield Town Center area, providing residents with the option to walk or bike to reach local restaurants, retail stores, Village Green Park, and the Town Center DORA district. On the south end, the path will end at Hunter Road, which provides a direct connection to Harbin Park.

As the first shared use path parallel to an existing roadway in Fairfield, this project will be a model for future shared use path projects identified in the Fairfield Connects plan. Contingent on funding, future plans include a shared use path parallel to River Road between Groh Lane and the Town Center Area, providing a link between the Pleasant Avenue Shared Use Path and GMRT Extension.

Now that OKI has approved funding for both projects, the City's Public Works Department will advance engineering and detailed design in preparation for construction when the OKI funds become available. The City's Public Works Department has been key in applying and securing outside funding for these critical projects.

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Fairfield covers 22 square miles in Southwest Ohio just north of Cincinnati with 44,000 residents and more than 1,200 corporate, retail, service and light industrial establishments. For more information, visit www.fairfield-city.org, and like or follow us on Facebook, Twitter and Instagram

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH CHOICE ONE ENGINEERING FOR THE DESIGN OF THE PLEASANT AVENUE MULTIUSE TRAIL AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Choice One Engineering for the design of the Pleasant Avenue Multiuse Trail in accordance with the contract on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the survey can be scheduled as soon as possible and begin moving through the federal process for engineering and environmental documentation; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\CHOICE ONE ENGINEERING-ORD

Attachment: CHOICE ONE ENGINEERING-ORD (3973 : Engineering Consultant Selection for the Pleasant Avenue Multiuse Trail)



City Council Ordinance
Regular Meeting - June 10, 2024

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024."

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$135,000 for final engineering for lower Harbin Park area;
\$440,000 for engineering for Pleasant Avenue multi-use trail.

Financial Impact: \$575,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. CONTRACTUAL 6-10-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Active Transportation Fund	\$440,000
To:	41516023-233300 Engineering Services	\$440,000
	(4PW35 Pleasant Avenue Multi-Use Trail [\$400,000])	
	(4PW36 Great Miami River Trail [\$40,000])	
From:	Unappropriated Park Development Fund	\$135,000
To:	41316023-233300 Engineering Services	\$135,000
	(4PR50 Lower Harbin Park Redevelopment)	

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	
ATTEST:		

Clerk of Council		

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\CONTRACTUAL 6-10-ORD

Attachment: CONTRACTUAL 6-10-ORD (3981 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - June 10, 2024

Submitted by: Alisha Wilson, Clerk

Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these item:

\$10,000 for geotechnical and testing services;
 \$4,600 for Public Utilities vehicle equipment;
 \$13,767 for replacement Formax FD 2050 folding/sealing machine;
 \$41,778 for replacement traffic control cabinets;
 \$7,600 for Wastewater Division instrumentation replacement;
 \$17,864 for Water Division Well 7 emergency repairs.

Financial Impact: \$95,609.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.061024
2. NONCONTRACTUAL 6-10-ORD



City Council Ordinance
Regular Meeting - June 10, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Geotechnical and Testing Services Appropriation

Legislation Title:

Geotechnical and Testing Services Appropriation

Recommendation:

It is recommended that City Council authorize an appropriation of \$10,000.00 from the Street Improvement Fund to perform this work through a purchase order for Geotechnology, Inc.

Background/Synopsis:

The City has a need for testing services as it relates to infrastructure construction projects scheduled in the Capital Improvement Program. The procedure to enter into individual contracts for testing services on various City projects is sometimes not practical as it can be time consuming, costly, and would adversely affect the continuity and quality of testing contracted by the City. Geotechnical for larger projects is often incorporated in those individual design teams but this contract could be used for those as well if it is in the City's best interest to do so.

We work with a variety of testing and geotechnical firms when included in engineering and constructions contracts but have generally used Geotechnology, Inc. of Forest Park, Ohio through purchase orders over the last several years.

The 2024-2028 Capital Improvements Program has several projects scheduled for construction over the next several years that will require testing services and this is programmed as an annual need.

This project is programmed in the current 2024-2028 Capital Improvement Program as 4PW10.

Financial Impact:

\$10,000.00 from the Street Improvement Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)

No

Emergency Provision Needed:

No



City Council Information Item
Regular Meeting - June 10, 2024

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:

Public Utilities Vehicle Equipment

Legislation Title:

Public Utilities Vehicle Equipment

Background/Synopsis:

Equipment is needed to outfit Public Utilities truck #6418. Specifically, a roller cover is needed to safely secure Departmental tools and equipment.

K.E. Rose Company will furnish and install the necessary equipment, in accordance with the attached quote.

Financial Impact:

An appropriation in the amount of \$4,600.00 is being requested for the purchase of vehicle equipment.

Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project number 4FT41, Replacement of Vehicles (Sewer). Sewer Division enterprise funds will be used as the funding source.

Attachments:

1. Est_2440921_from_K._E._Rose_Company_3360



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

5/7/2024

24-40921

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

ER

Description

Qty

Cost

Total

Truck 6418

Furnish and install Reading electric roller cover install on your 108DW service body, key fob remote

1

4,600.00

4,600.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)

\$0.00

All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.

Total

\$4,600.00

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - June 10, 2024

Submitted by: Chris Hacker,
 Submitting Department: Finance

Subject:

Replacement of Essential Office Equipment - Paper Folding/Sealing Machine

Legislation Title:

Non-Contractual Appropriation for the purchase of a Paper Folding & Sealing Machine at the Municipal Building.

Background/Synopsis:

Scheduled office equipment replacement is planned for and was approved in the 2024 – 2028 Capital Improvement Program under project 4FN01. This project has been classified as a major priority which is necessary for improving current service levels. Contract GS-02F-0209S from the United States General Services Administration (GSA) is being utilized for this purchase.

The City replaces essential office equipment on an anticipated schedule to maintain efficient and effective operations. The existing paper folding and sealing machine is 20+ years old, and has required a dramatic increase in service calls over the past two years. Due to its age, there are no longer replacement parts available to keep in service.

Financial Impact:

An appropriation in the amount of **\$13,767** is being requested for the replacement of the Formax FD 2050 with the new generation Formax FD 2056 paper folding and sealing machine for use by various departments at the Municipal Building. The current device has become difficult to source parts for and is at its end of duty life. This is the primary device the Finance Department uses to prepare documents for distribution.

Emergency Provision Explanation:

An emergency provision is necessary without competitive bidding as federal contract pricing is being utilized and to allow for the purchase to be made immediately as the item can currently be supplied. If current inventory is exhausted, it would be 4+ weeks lead time for the unit to be manufactured and delivered.



City Council Ordinance
Regular Meeting - June 10, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Replacement of traffic control cabinets damaged in automobile accidents

Legislation Title:

Replacement of traffic control cabinets damaged in automobile accidents

Recommendation:

It is recommended that City Council authorize the appropriation of \$41,778.00 from the Capital Fund to be placed in the signal maintenance account.

Background/Synopsis:

This project is the replacement of the cabinet and appurtenances at the intersections of Pleasant/John Gray and Pleasant/Nilles.

This repair will be completed by Capital Electric (Wagner-Smith Division) under our maintenance contract. It is requested that this amount be placed back into our signal maintenance account. Typically, when a high value item is damaged, the City bills this to the motorist's insurance. If this is not an option due to hit and run events or lack of insurance, a claim is made against the City's insurance. There was an accident report filed by our Police Department for both incidents.

Financial Impact:

\$41,778.00 from the Capital Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. 2024 Emergency Cabinet Repair and Replacement



Path Master Inc.
1960 Midway Drive
Twinsburg OH 44087
United States

Quote

Quote # C27469

5/14/2024

Fairfield, City of

Nick Castellini
Fairfield, City of
8870 N. Gilmore Rd.
Fairfield OH 45014
United States

Email: ncastellini@fairfield-city.org

Phone: (513) 867-4228

Fax: (513) 867-4205

Wired 8-Phase Cabinet Assembly
Pleasant Ave. (S.R. 127) @ Nilles Rd.

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	8 - 12 Weeks, ARO

Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
1.	1	EA	Wired 8-Phase NEMA TS2 Type 2 Cabinet Assembly with EDI-MMU2-16LEip Monitor, (16) Load Switches, Flasher, Flash Relays in Base Mounted "P44" Enclosure 63"Hx44"Wx26"D	23	\$10,940.00	\$10,940.00
2	1	EA	Cabinet Riser, 18"Hx26"Wx44"D With Battery Shelves	31	\$636.00	\$636.00
3.	1	EA	Battery Back-up System, 1100 Watt with Multlink EP1100 Inverter, SATG By-Pass Switch and (4) 105Ahr/SLA Batteries	50	\$5,008.00	\$5,008.00
4.	1	EA	Adder to Upgrade Cabinet to Double-Door Enclosure with Separate Compartment for Battery Back-up System (If Required)	23	\$800.00	\$800.00
5.	1	EA	Cabinet Riser, 12"Hx60"Wx44"D	31	\$616.00	\$616.00
Total						\$18,000.00

Replace in-kind

\$17,384

NOTES:

- 1) In The Event That The Customer Modifies, Or Attempts To Modify, This Proposal In Any Manner, Including For Quantity Or Types Of Equipment, Path Master, Inc., Reserves The Right To Amend Its Pricing At Its Discretion
- 2) In The Event That The Customer Delays Shipment Of The Equipment Or Delays Taking Delivery Of The Equipment From Path Master, Inc., Path Master, Inc. Reserves The Right To Charge A Storage Fee of 3%.
- 3) In The Event That The Customer Purchases Equipment From Another Supplier To Be Integrated With Path Master, Inc. Equipment, Path Master Inc. Reserves The Right To Charge Field Service Fees, If Requested To Perform The Integration Of Such Products, At Our Standard Field Service Rate of \$150 Per Hour With A Minimum Charge Of 3 Hours.
- 4) Freight Allowed Is Provided As On Shipment Of Entire Order. If Customer Requires Multiple Shipments, Path Master, Inc. Reserves The Right To Charge Extra Freight Fee As Applicable.

Capital Electric Line Builders

QUOTATION

5/22/2024

Page 1

PROJ: Pleasant and Nilles Cabinet Replacement
LOC: Fairfield, Ohio
EST: David Roberts
P.O. Box 1353, Dayton, OH 45401
Tel: 937-424-2550 Fax: 937-297-1365

REF #	ITEM DESCRIPTION	QUANTITY	UNIT	BID PRICE	
				UNIT	TOTAL
1	INSTALL CITY SUPPLIED CABINET	1.00	EA	6,384.00	6,384.00
2	CONTROLLER FOUNDATION MODIFICATION	1.00	EA	4,215.00	4,215.00
GRAND TOTAL					\$10,599.00

Replace in-kind = \$6384

Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)

PROJ: Cabinet Replacement
LOC: Fairfield, Ohio
EST: David Roberts
P.O. Box 1353, Dayton, OH 45401
Tel: 937-424-2550 Fax: 937-297-1365

REF		BID PRICE			
#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT	TOTAL
1	INSTALL CITY SUPPLIED CABINET	1.00	EA	5,664.00	5,664.00
GRAND TOTAL					\$5,664.00

Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)



Path Master Inc.
1960 Midway Drive
Twinsburg OH 44087
United States

Quote

Quote # C27324

4/12/2024

Fairfield, City of

Nick Castellini
Fairfield, City of
8870 N. Gilmore Rd.
Fairfield OH 45014
United States

Email: ncastellini@fairfield-city.org

Phone: (513) 867-4228

Fax: (513) 867-4205

**Cabinet Replacement
US 127 @ John Gray**

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	10 - 14 Weeks, ARO & Approval

Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
1.	1	EA	Wired 8-Phase NEMA TS1 Cabinet Assembly with 12 Position Load Bay, Wired for 12-Channel NEMA TS1 Monitor in "P44" Enclosure	23	\$6,451.00	\$6,451.00
			Less all Plug-ins			
2.	1	EA	Enclosure for Clary UPS System	31	\$1,700.00	\$1,700.00
					Total	\$8,151.00

NOTES:

- 1) In The Event That The Customer Modifies, Or Attempts To Modify, This Proposal In Any Manner, Including For Quantity Or Types Of Equipment, Path Master, Inc., Reserves The Right To Amend Its Pricing At Its Discretion
- 2) In The Event That The Customer Delays Shipment Of The Equipment Or Delays Taking Delivery Of The Equipment From Path Master, Inc., Path Master, Inc. Reserves The Right To Charge A Storage Fee of 3%.
- 3) In The Event That The Customer Purchases Equipment From Another Supplier To Be Integrated With Path Master, Inc. Equipment, Path Master Inc. Reserves The Right To Charge Field Service Fees, If Requested To Perform The Integration Of Such Products, At Our Standard Field Service Rate of \$150 Per Hour With A Minimum Charge Of 3 Hours.
- 4) Freight Allowed Is Provided As On Shipment Of Entire Order. If Customer Requires Multiple Shipments, Path Master, Inc. Reserves The Right To Charge Extra Freight Fee As Applicable.

ORDERS ARE SUBJECT TO CREDIT APPROVAL

X _____
Authorized Signature



City Council Information Item
Regular Meeting - June 10, 2024

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Instrumentation Replacement

Legislation Title:

Wastewater Division Instrumentation Replacement

Background/Synopsis:

The Wastewater Facility utilizes a wide variety of instrumentation in order to physically monitor and control processes ensuring regulatory compliance. It is necessary to integrate new technologies and modern equipment to keep the Wastewater Facility up-to-date and in optimal working order. The equipment being purchased will replace instrumentation equipment that has exceeded its life expectancy with state-of-the-art equipment using the latest available technology.

The requested appropriation is for the purchase of a replacement Programmable Logic Controller for the Wastewater Plants Pump Station. A proposal is attached for review.

Financial Impact:

An appropriation in the amount of \$7,600.00 is being requested for the purchase of replacement instrumentation equipment.

Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project number 4WW05, Instrumentation Replacement Program. The funding source is the Sewer Surplus Fund, 624.

Attachments:

1. Pump Station PLC CPU upgrade

From: [Peter Constantinides](#)
To: [Jason Hunold](#); [Randy Hassler](#)
Cc: [Shawna Constantinides](#)
Subject: RE: Pump Station PLC CPU upgrade
Date: Thursday, May 30, 2024 8:37:55 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jason,

The cost for replacement of PS-PLC CPU, including shipping and installation:

1. 1769-L36ERM PLC CPU -- \$7,535

I will go ahead and order so we can avoid price increase.

Sincerely,

Pete Constantinides
PCS Technologies LLC
6515 Winford Ave - Suite B
Hamilton, OH 45011
(513) 868-8727 Office
(513) 256-7511 Cell
peterc@pcs-technologies.com

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From: Jason Hunold <JHunold@fairfield-city.org>
Sent: Wednesday, May 29, 2024 10:31 AM
To: Peter Constantinides <peterc@pcs-technologies.com>; Randy Hassler <rhassler@fairfield-city.org>
Cc: Shawna Constantinides <shawnal@pcs-technologies.com>
Subject: RE: Pump Station PLC CPU upgrade

Hey Pete,

We compared our CBT cost vs yours and it is a wash. Please provide a quote from PCS for the purchase of the PLC and order at your earliest convenience. I'll be requesting CIP funding for the purchase so it will be a couple of weeks before I can get you a PO. Let me know if you have any questions.

Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)

Thanks,

Jason Hunold

Public Utilities Superintendent

City of Fairfield, Ohio

5021 Groh Lane

513-858-8348



<https://www.fairfield-city.org/314/Wastewater>

From: Peter Constantinides <peterc@pcs-technologies.com>

Sent: Friday, May 24, 2024 5:03 PM

To: Randy Hassler <rhassler@fairfield-city.org>

Cc: Jason Hunold <JHunold@fairfield-city.org>; Shawna Constantinides <shawna@pcs-technologies.com>

Subject: Pump Station PLC CPU upgrade

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Randy,

As discussed earlier today, it would make sense to upgrade obsolete (discontinued) 1769-L35E PLC CPU on Pump Station PLC while adding new I/O modules.

I got a quote from CBT and they advise that quote is good until May 1; Rockwell will have a price increase on June 1. Attached is copy of quote; we'll add 10% to quote (if we do this outside of current Prodigy/BCI contracts) or if you prefer, you can order directly from CBT. There'd be no charge for installation if we do it at same time as I/O module addition.

Please let me know by May 30 if you want me to order.

Sincerely,

Pete Constantinides

PCS Technologies LLC

6515 Winford Ave - Suite B

Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)

Hamilton, OH 45011
(513) 868-8727 Office
(513) 256-7511 Cell
peterc@pcs-technologies.com

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Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - June 10, 2024

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Division Well 7 Emergency Repairs

Legislation Title:

Water Division Well 7 Emergency Repairs

Background/Synopsis:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six raw water / ground water production wells to supply water to its Water Treatment Plant.

The funding request is for emergency repairs of the Divisions Well #7 pump and motor. The pump and motor was recently pulled in order to perform a CCTV inspection of the well which was necessary to inspect the structural integrity of the well screen and casing. Upon inspection of the pump and motor, it was determined repairs are necessary in order to increase the longevity and improve efficiency of the pump and motor.

A cost estimate for the repairs, from Moody's of Dayton who is the contractor who pulled the pump/motor and performed the CCTV inspection, is attached for review.

Financial Impact:

An appropriation in the amount of \$17,864.00 is being requested for emergency repairs of the Water Divisions Well #7 pump and motor.

Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project 4WT01, Maintain Raw Water Production Wells. The funding source is the Water Surplus Fund (605).

Emergency Provision Explanation:

Emergency provision is needed due to the critical and time-sensitive nature of this water pumping equipment, and the regulatory and operational need for water system redundancy. Furthermore, the well pump and motor are currently removed from the structure (as a result of a recent CCTV inspection of the well), and addressing these structural issues now versus later will result in mobilization and labor cost savings.

Attachments:

1. Fairfield Well 7 2024 Repairs

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231

PHONE AC 937-859-4482

FAX AC 937-859-4522

www.moodyofdayton.com

May 21, 2024

City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Subject: Well 7 Repairs

Attention: Mr. Jason Hunold

The motor needed a new seal, guide bearing replacement, and regular service. The pump needed to be rebuilt, new bearings and collets are needed. The column pipe is in good structural shape but needs extensive cleaning as there is a ¼" inch of manganese scale on the column pipe and shaft.

Following are the costs to repair the pump, motor, and column assembly:

1	Ls	Motor repair.....	\$ 3,055.00
1	Ea	Pump rebuild including wear rings, bushings, fasteners, etc., as required.....	\$ 4,931.00
1	Ea	Repair discharge head assembly.....	\$ 1,235.00
35	Hrs	Clean columns, rebuild pump, and discharge repairs,etc @ \$115.00/hr.....	\$ 4,025.00
1	Ls	Re-installation and flow testing.....	\$ 4,600.00
TOTAL REPAIR COST			\$17,846.00

Thank you for the opportunity to serve the City of Fairfield.

Respectfully,

Michael Spicer
Vice President

ACCEPTED BY:_____ DATE:_____

Attachment: NonContractualAppropriations.061024 (3980 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Street Improvement Fund	\$51,778
To:	40116023-234700 Traffic Control Maintenance (Traffic Cabinet Replacement - Insurance to Reimburse)	\$41,778
To:	40116023-233900 Other Professional Services (4PW10 Geotechnical Exploration & Testing)	\$10,000
From:	Unappropriated General Fund	\$13,767
To:	10016025-253200 Capital Equipment (4FN01 Replace Paper Folder/Sealer Machine)	\$13,767
From:	Unappropriated Water Surplus Fund	\$17,864
To:	60516025-252000 Improvements other than Building (4WT01 Maintain Raw Water Production Wells)	\$17,864
From:	Unappropriated Sewer Surplus Fund	\$12,200
To:	62416025-253100 Automotive Equipment (4FT41 Outfitting Truck 6418)	\$4,600
To:	62416024-241200 Non Capital Equipment (4WW05 Instrumentation Replacement Program)	\$7,600

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____

Attachment: NONCONTRACTUAL 6-10-ORD (3980 : Non-Contractual Appropriations)

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\NONCONTRACTUAL 6-10-ORD

Attachment: NONCONTRACTUAL 6-10-ORD (3980 : Non-Contractual Appropriations)