**09-11-2020 Posting Date**
**Clermont County Transportation Improvement District**
**Response Due Date: 10-09-2020**

**CCTID Project Group No. 12**

The Clermont County Transportation Improvement District (CCTID) is requesting Letters of Interest (LOI) from consultants and subconsultants that are currently prequalified with the Ohio Department of Transportation (ODOT) for consultant services for the project listed below. Interested firms may respond in accordance with the LOI requirements specified below.

## LISTING OF PROJECTS:

| PID | Project |
|---|---|
| *90680* | **Pond Run Bridge Replacement (T767-2.86)** |
| *90690* | **Round Bottom Road Bridge Replacement (C106-3.03)** |

Italicized PID's have been assigned by the CCTID. If/when Federal/State funding is secured; an ODOT PID will be assigned through the LPA process.

**Communications Restrictions**

**Please note the following policy concerning communication between the consultants and the CCTID and any CCTID Board Members 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 administration activities for **authorized agreements**, scope and negotiation activities for **projects selected but not under contract**, training or related activities

Any questions shall be submitted by e-mail to Doug Royer at:

droyer@clermontcountyohio.gov.

All questions will be answered in writing and posted to the CCTID website. No notification of responses will be made and interested parties must check the CCTID website for posted responses.

When completed, selections will be announced through the CCTID website at:

http://www.goclermont.org/

## Mailing Instructions and Addresses

Firms interested in being considered for selection should respond by submitting An Original and Three(3) copies of the Letter of Interest to the following address **by 4:00 PM on the response due date** listed above.

**Jeremy P. Evans, P.E., P.S., CCTID Secretary/Treasurer**
**2381 Clermont Center Drive**
**Batavia, OH 45103**

LOI submitted after this time or to any other address will not be considered.

## DBE Policy

It is the policy of the CCTID that Disadvantaged Business Enterprises (DBEs) shall have equal opportunity to compete for and perform contract services which the consultant enters into pursuant to agreements included in this request for LOI. Consequently, the requirements of Title 49 CFR Part 26 will apply to agreements noted as having DBE goals. For projects with DBE goals, the consultant must ensure that the DBE subconsultant(s) is performing a "commercially useful function" as defined in CFR 26.55. For projects noted as having DBE goals, at least the listed percent of the agreement shall be subcontracted to certified DBE firms as applicable.

The consultant LOI must include the percentage of work to be performed by each DBE, and a description of the work to be performed by each. Consultant LOI that do not include the minimum percentage of DBE participation for Projects noted above with DBE goal will be rejected. If selected, the consultant's price proposal shall reflect required level of DBE participation, or provide an explanation of how the requirement will be met in later phases of the work.

## Suspended or Debarred Firms

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

## Selection Procedures

The CCTID intends to select consultant services for each of the agreements listed above and further described herein based on an enhanced LOI. CCTID may select more than one consultant services firm for task order projects (Surveying Services; Environmental Services; and Real Estate Appraisal & Acquisition Services.). DBE firms are encouraged to submit LOI as prime for task order projects in disciplines where the firm meets prequalification requirements.

The requirements for the LOI and the CCTID Selection Evaluation Rating Form that will be used to select consultants are shown below. Consultants must submit a single LOI for the project(s)

for which the consultant is expressing interest. The consultant must visit the site of each project listed. A more defined Scope of Services and Requirements will be supplied to the selected Consultant.

**Requirements for LOI, CCTID Selection Process**

**A. General Instructions for Preparing and Submitting a Letter of Interest**

(1) Provide the information requested in the LOI 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 unless otherwise noted in the Project Description.

(2) LOI shall be limited to ten (10) 8 1/2" x 11" single sided pages plus two (2) pages per project for the combined Key Staff and Project Approach, unless otherwise noted in the Project Description. All pages including the transmittal letter count against the limit.

(3) Please adhere to the following requirements in preparing and binding LOI:

a. Use a minimum font size of 12-point and maintain margins of 1" on all four sides. All text shall be black type to facilitate machine scanning/copying.

b. Page numbers must be centered at the bottom of each page.

c. Use 8 ½ " x 11" bond paper only. No glossy paper.

d. **DO NOT BIND ORIGINAL LOI**. Copies should be stapled 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 scanning/copying.

(4) LOI must be received by 4:00 p.m. on the due date. LOI received after 4:00 p.m. will not be considered. (Please refer to Mailing Instructions)

**B. LOI Content shall at a minimum include:**

(1) A list of the Project and PID No. for which the firm is submitting this LOI.

(2) A brief history of the firm which shall include information pertaining to major areas of expertise and list the types of services for which your firm is currently prequalified by the ODOT.

(3) A list of representative projects and clients including project costs for contracted projects within the past five (5) years.

(4) Information relative to insurance coverage of firm which shall include limits and deductions. (Please refer to CCTID Standard Consulting Agreement and Insurance Requirements in C. below)

(5) Information relative to specialized surveying/engineering equipment, computer hardware and computer software including ArcGIS capabilities. CCTID will use

ESRI© ArcGIS 10.5 platform or the latest version for the maintenance of all mapping files projected in **State Plane, Ohio South, NAD83, NAVD88** with map units of U.S. Survey Feet. Mapping files should be capable of being directly loaded or imported into ArcGIS with no translation/transformation/manipulation required by CCTID.

(6) Provide a description of your Project Approach, not to exceed two pages unless otherwise indicated in the Project Description. Confirm that the firm has visited the site and address your firm's technical approach, understanding of the project, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

a. List 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 resumes for key personnel.

b. List significant subconsultants, their current prequalification categories and DBE / EDGE status, and the percentage of work to be performed by each subconsultant.

c. Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted. For projects that include bridge design (prequalification required in Bridge Design Level 1 or Level 2), address the training and experience of the proposed staff in Load and Resistance Factor Design (LRFD).

d. Describe the capacity of your assigned staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.

**C. Available Documents / Previous Studies:**

- CCTID Standard Consulting Agreement and Insurance Requirements
- CEAO LBR Funding Approval Letter (Pond Run Bridge)
- Ohio BPP Application (Round Bottom Bridge)

The above documents are attached to this LOI for reference

**D. ODOT Project Development Process**

All projects will follow the LPA Project Development Process through the ODOT Locally Administered Transportation Projects (LPA) Manual of Procedures for local-let projects, unless otherwise stated in the Project Description. CCTID may utilize Environmental Services; Integrated Traffic Modeling and Simulation; Real Estate Appraisal & Acquisition Services; Geotechnical Services and Surveying Services task order firms in support of the project development for selected project agreements.

**E. Consultant Selection Evaluation Rating Form**

**CCTID**
**Consultant Selection**
**Evaluation of Consultant LOI**

ODOT/CCTID PID # _____ Date: _____
Project Name: _____
Name of Consultant: _____
Name of Evaluator: _____

| Category | Total Value | Scoring Criteria | Score |
|---|---|---|---|
| **Management & Team** | | | |
| Project Manager | 15 | *See Note 1,2* | |
| Strength/Experience of Assigned Staff including Subconsultants | 25 | *See Note 3* | |
| Firm's Current Workload/ Availability of Personnel | 10 | *See Note 4* | |
| Consultant's Past Performance | 25 | *See Note 5* | |
| Project Approach | 25 | *See Note 6* | |
| Total | 100 | | |

If applicable, has Consultant met DBE? ____ Yes. ____ No.

Consultants are not eligible for selection if their LOI does not meet stated goal.

**Rating Form Scoring Criteria Notes**

1) 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. The selection committee may contact ODOT and other outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

2) 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.

3) 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 noted above, ODOT and other outside agencies may be contacted.

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 selection team shall consider an equitable distribution of work to similarly qualified firms.

5) 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 may consider contacting ODOT and other outside agencies as appropriate to obtain ratings.

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

## Project Descriptions

**Project**: CCTID PID 90680 - Pond Run Bridge Replacement (T767-2.86)

**Estimated Construction Cost**: $812,000

This project will involve the replacement of the existing clear span steel beam superstructure with a timber deck and 2” asphalt wearing surface located at the Pond Run Road/SR749 intersection in Pierce Township, Clermont County, Ohio. Design considerations should include the complete replacement of the bridge with a prestressed Box Beam superstructure with new abutments at an approximate 60-65 foot length. This project has approved ODOT LBR funding for FY 2025 construction.

**ODOT Path 3 Project Development Process (PDP)**

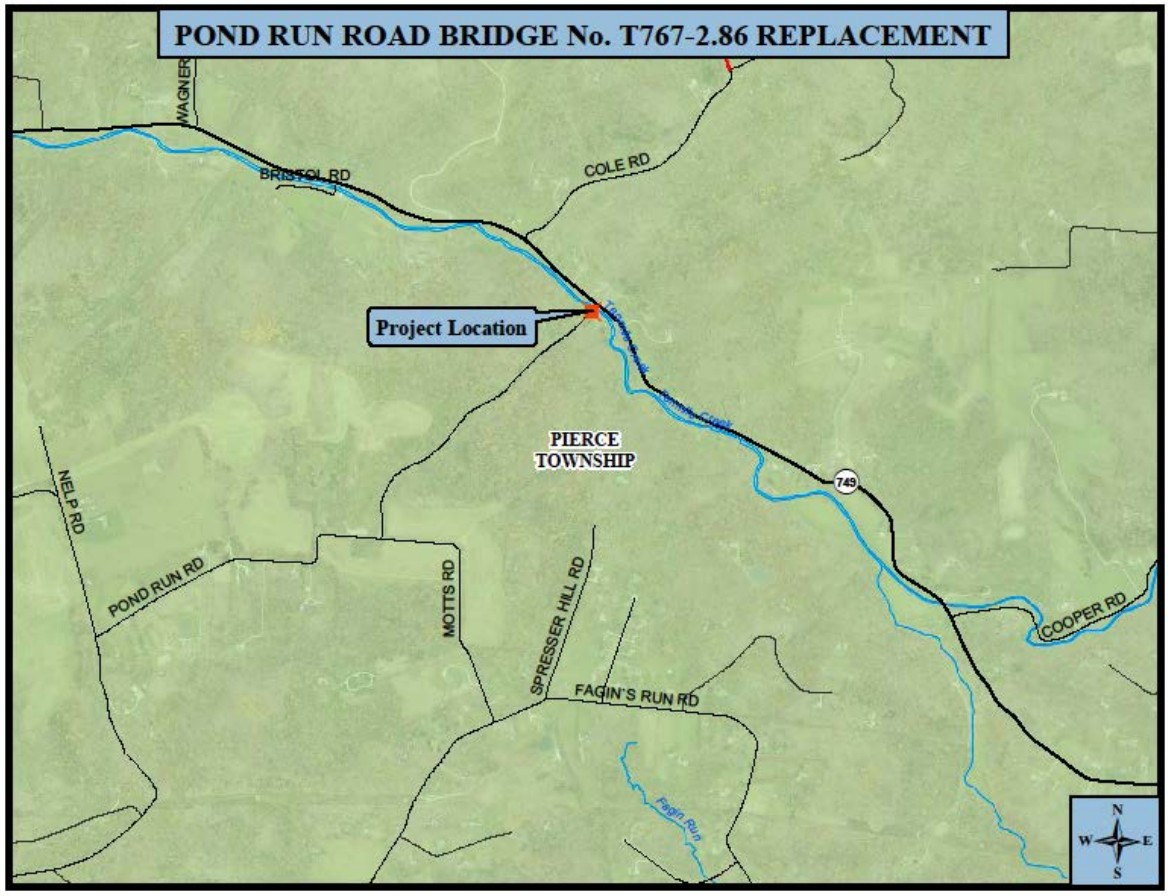
**NEPA Process**: CE TBD

**ODOT Prequalification Required**:

- Non-complex Roadway Design
- Level 1 Bridge/Culvert Design
- Right-of-Way Plan Development
- ESA Screening, Phase I ESA and Phase II ESA
- Ecological Surveys and Cultural Resources
- Environmental Document Preparation - CE

**Selection Subfactors**:

None

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**Project**: CCTID PID 90690 - Round Bottom Road Bridge Replacement (C106-3.03)

**Estimated Construction Cost**: $620,276

This project will involve the replacement of the existing 62 foot prestressed concrete box beam bridge on stone abutments located on Round Bottom Road, Union Township, Clermont County Ohio. Design considerations should include the complete replacement of the bridge with prestressed concrete box beams on capped pile concrete abutments set back from the existing stone abutments. The new bridge will be approximately 85 feet long crossing Hall Run. Minimal roadwork (50' per side) will be done on both sides of the bridge. There is an existing waterline hanging from the side of the bridge. This project has approved ODOT OBPP funding for FY 2024 construction.

**ODOT Path 3 Project Development Process (PDP)**

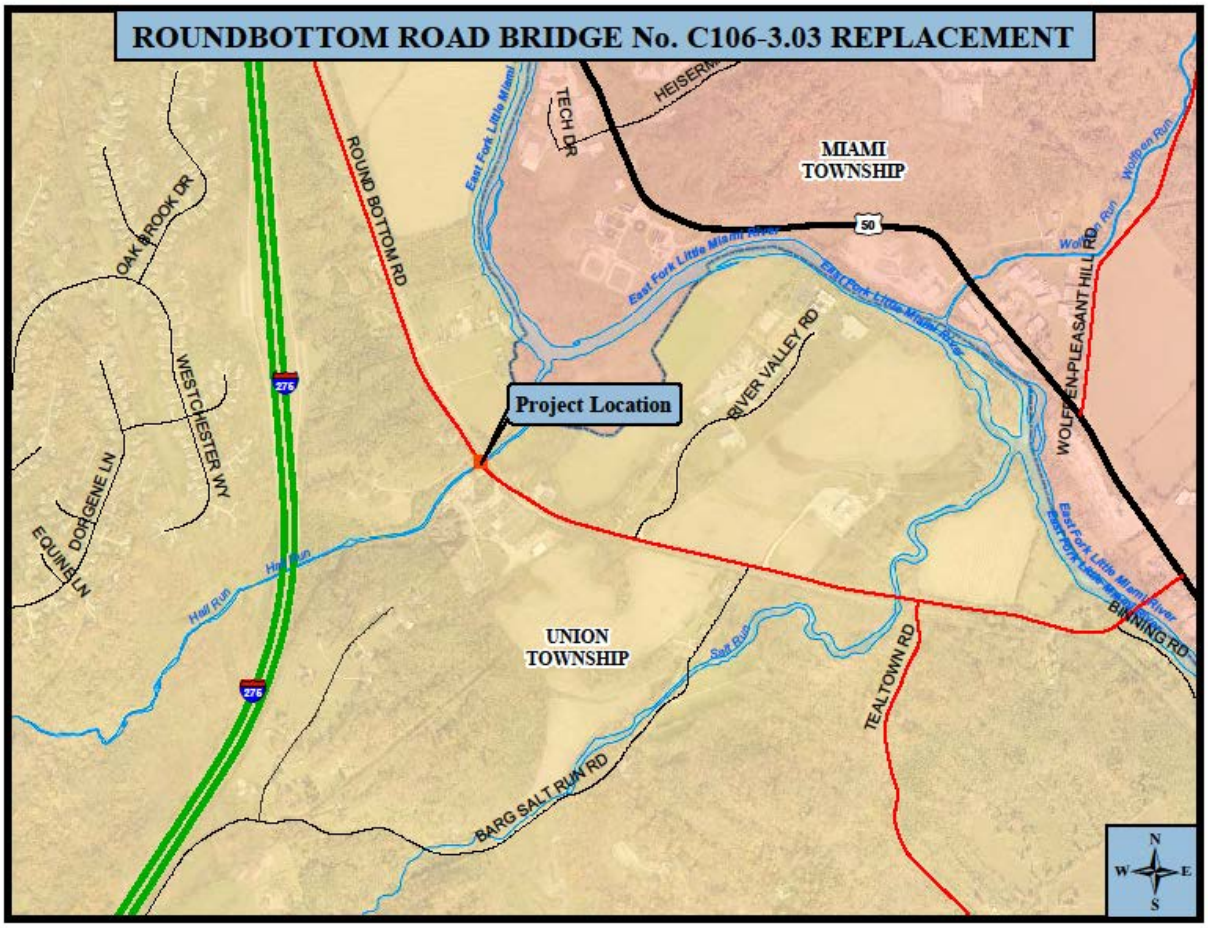
**NEPA Process**: CE Level TBD

**ODOT Prequalification Required**:

- Non-complex Roadway Design
- Level 1 Bridge/Culvert Design
- Right-of-Way Plan Development
- ESA Screening, Phase I ESA and Phase II ESA
- Ecological Surveys and Cultural Resources
- Environmental Document Preparation - CE

**Selection Subfactors**:

Coordination with Clermont County Water Resources for the design/replacement of the watermain attached to the existing bridge.



**CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**

**CONSULTANT AGREEMENT**

**_____Project PID _____**

This AGREEMENT is entered into on this _____ day of _____, 200__, by and between the Clermont County Transportation Improvement District, hereinafter referred to as the "CCTID," and _____with an office at _____, _____, OH _____, hereinafter referred to as the "CONSULTANT", hereinafter sometimes collectively referred to as the "PARTIES."

(A) The CCTID, which is authorized by ORC Chapter 5540, (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects); and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, recognizes that it is a priority that the CCTID engage and cooperate to the greatest extent practical in cooperative efforts, relating to transportation improvement activities within Clermont County and its environs, in conjunction with other local political subdivisions, such as a County or a Township, wherever practical and feasible.

(B) The CCTID in cooperation with Miami Township and Union Townships (the "TOWNSHIPS"), Clermont County (the "COUNTY"), the Clermont County Engineer's Office ("CCEO") and in accordance with the Project LPA Agreement between the Ohio Department of Transportation ("ODOT") and the CCTID and pursuant to subsequent consultations with ODOT, is assisting in coordination and development of the _____project, which is a project to _____, and related improvements as specifically described and included for the purposes of this AGREEMENT and hereinafter referred to as the "PROJECT".

(C) The various projects undertaken by the CCTID pursuant to ORC Chapter 5540, including the PROJECT, are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the State, the COUNTY and the TOWNSHIPS, their environs and are essential governmental functions and the exercise by the CCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the State, the COUNTY, the TOWNSHIPS, their environs and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the State, the COUNTY and the TOWNSHIPS and their environs.

(D) Certain consulting services are required, including but not limited to providing for construction engineering/inspection activities and related project construction contract administration, to assist the CCTID in ensuring that construction conforms with the approved plans, surveys, profiles, cross sections and material specifications, in conformance with applicable ODOT Specifications relating to the Project as more specifically described herein and in the Scope of Service for the PROJECT that is attached hereto as Attachment A (the "SERVICES") , and the CCTID in accordance with the Project LPA Agreement with ODOT has selected the CONSULTANT to perform the SERVICES for an amount not to exceed _____ Dollars ($_____), with said costs to be reimbursed by the funding provided in conjunction with the Project LPA Agreement through available ***local funding [describe further here] .***

(E) The CONSULTANT, by reason of training and experience in the field, is qualified to render such services, which are professional in nature, and is willing to enter into this AGREEMENT with the CCTID to provide the services described herein in accordance with the following terms and conditions.

In consideration of the mutual promises, terms and conditions contained herein, the bated and the CONSULTANT do hereby agree as follows:

## I. SCOPE OF SERVICE, WORK DESCRIPTION AND INTERPRETATION

Subject to the terms and conditions set forth in this AGREEMENT, the CONSULTANT shall undertake and diligently perform the SERVICES, in a manner consistent with the terms and conditions hereof and to the reasonable satisfaction of the CCTID, in accordance with ODOT's current "Specifications For Consultant Services," "Construction and Material Specifications," (hereinafter referred to collectively as the "ODOT Specifications") and the terms and conditions of the Project LPA Agreement, as follows:

The Consultant will perform the SERVICES and supply the equipment necessary to do so as described in the Scope of Service for the PROJECT that is attached hereto as Attachment A and in accordance with the Fee Proposal/Schedule that is attached as Attachment B, and in accordance and compliance with the ODOT Specifications, and the terms and conditions of the Project LPA Agreement, which are incorporated into this Agreement as if fully rewritten herein.

It is intended that the AGREEMENT and the Attachment(s) and/or ODOT Specifications be construed harmoniously wherever possible in order to carry out the full intent of the parties. However, should there be a conflict between any provision(s) of the AGREEMENT and those contained in an Attachment or ODOT Specifications, or between provision(s) of the Attachment(s) or ODOT Specifications themselves, the provision(s) granting greater rights or remedies to the CCTID, or imposing the greater duty, standard, responsibility or obligation on the CONSULTANT shall govern.

## II. TERM AND COMPENSATION

This AGREEMENT will be effective from the date of the authorization letter from the CCTID to the CONSULTANT through December 31, 2007, inclusive, unless otherwise terminated, extended by a duly authorized and fully executed written amendment or extended by a duly authorized time extension granted by the CCTID.

The compensation to be paid to the CONSULTANT for the performance of the SERVICES specified herein shall be in accordance with the CONSULTANT's Fee Proposal/Schedule which is attached hereto as Attachment B and is hereby incorporated into this AGREEMENT as if fully rewritten herein, and shall not exceed the maximum payment of _____Dollars, inclusive of all compensation, expenses costs and reimbursements whatsoever.

## III. WARRANTY OF SERVICE

The CONSULTANT warrants and represents that:

(a) the CONSULTANT has the full and unrestricted right, power and authority to enter into this AGREEMENT and to perform CONSULTANT's obligations in accordance with the terms of this AGREEMENT;

(b) the CONSULTANT and its employees and approved contractors will diligently perform the SERVICES in a professional and conscientious manner consistent with the highest professional standards in the same industry performing similar services;

(c) the CONSULTANT, its employees and approved contractors have the proper expertise, skills, training and professional education to render the SERVICES required by this AGREEMENT; and

(d) the CONSULTANT is duly organized and validly existing person or entity under the laws of Ohio qualified to do business in Ohio, and has all requisite legal power and authority to execute this AGREEMENT and to carry out its terms, conditions and provisions.

If the CONSULTANT is a corporation, all required corporate action needed to authorize the execution, delivery and performance by the CONSULTANT of this AGREEMENT and the transactions contemplated hereby have been taken and are in full force and effect. This AGREEMENT has been duly executed and delivered and constitutes the valid, legal and binding obligation of CONSULTANT, enforceable in accordance with the terms hereof. There are no suits, threatened or pending, nor claims against the CONSULTANT, that might materially adversely affect the ability of the CONSULTANT to meet and carry out its obligations under this AGREEMENT. The Execution of this AGREEMENT by the CONSULTANT will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

## IV. SCHEDULE FOR DELIVERY

All SERVICES that are required to be provided by the CONSULTANT pursuant to this AGREEMENT shall be provided in accordance with this Agreement, the ODOT Specifications, Attachments A and B and as approved by the CCTID. The PARTIES acknowledge that time is of the essence in connection with the performance of the SERVICES and the delivery of any work or work product to be delivered or produced pursuant to this AGREEMENT.

## V. BILLING AND PAYMENT

The CONSULTANT shall submit a monthly invoice to the CCTID for the SERVICES rendered that certifies the related work has been completed in accordance with the hourly rates and units of work set forth in Attachment B and in accordance with ODOT Specifications. The invoices shall be in a form acceptable to the CCTID and ODOT.

Upon proper billing and certification by the CONSULTANT and approval of said billing by the CCTID, progress payments for the SERVICES rendered will be made by the CCTID directly to the CONSULTANT. Progress payments will be made based upon review and documentation that the SERVICES are being satisfactorily completed in accordance with the CONSULTANT's proposal and

Attachment B and the ODOT Specifications, as approved by the CCTID. The CCTID will only pay for those SERVICES authorized in accordance with the terms hereof.

## VI. DUPLICATE BILLING

The CONSULTANT agrees that claims made to CCTID for payment for SERVICES will not duplicate claims made by the CONSULTANT to other sources of public funds for the same SERVICES.

The CONSULTANT agrees to repay the CCTID the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The CONSULTANT recognizes and agrees the CCTID may withhold any money due and recover through any appropriate method any money erroneously paid under this AGREEMENT if evidence exists of less than full compliance with this AGREEMENT.

## VII. AVAILABILITY AND RETENTION OF RECORDS AND AUDIT RESPONSIBILITY

All records relating to the SERVICES provided and supporting documentation for invoices submitted to the CCTID by the CONSULTANT shall be retained and made available by the CONSULTANT for audit by the CCTID and its designees for a minimum of three (3) years after final payment under this AGREEMENT or a duly authorized and fully executed written amendment. If an audit is initiated during this time period, the CONSULTANT shall retain such records until the audit is concluded and all issues resolved. The CONSULTANT agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit related to the provision of SERVICES under this AGREEMENT.

## VIII. DISCLOSURE

The CONSULTANT hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that the CONSULTANT has with the CCTID, the COUNTY, or the TOWNSHIPS their respective trustees, commissioners, officers, employee, or their businesses, or any business relationship or financial interest that the CCTID, the COUNTY, or the TOWNSHIPS respective trustees, commissioners, officers or employee or their businesses has with the CONSULTANT or in the CONSULTANT's business.

## IX. CONFLICT OF INTEREST

This AGREEMENT does not preclude or restrict the CONSULTANT from contracting for work with parties other than the CCTID, the COUNTY, or the TOWNSHIPS, provided that the other contractual work shall not be permitted to impede the CONSULTANT's ability to timely perform the SERVICES required under this AGREEMENT. The CONSULTANT warrants that at the time of entering into this AGREEMENT it has no interest in any contract that would impede its ability to professionally and independently perform the SERVICES under this AGREEMENT.

The CONSULTANT further warrants that it is aware of no improper personal financial or other beneficial interest on the part of any member of the CCTID, its employees or officers, or any employee or officer of the CCTID, of the COUNTY, or of the TOWNSHIPS involved in the development of the specifications, the negotiation, or the performance of this AGREEMENT. The CONSULTANT has no knowledge of any situation that would constitute a conflict of interest. It is understood that a conflict of interest occurs when an employee or officer will gain financially or receive personal benefit or favors as a result of procuring, signing, negotiation or implementation of this AGREEMENT.

The CONSULTANT will report the discovery of any potential conflict of interest to the CCTID. Should a conflict of interest be discovered during the term of this AGREEMENT, the CCTID may exercise any right it may have under the AGREEMENT including termination.

## X. ASSIGNMENTS AND SUBCONTRACTS

The PARTIES expressly agree that neither this AGREEMENT nor any portion thereof may be assigned by the CONSULTANT without the prior written approval of the CCTID and ODOT. The CONSULTANT may not subcontract any of the SERVICES agreed to in this AGREEMENT without the express written consent of the CCTID. All subcontracts shall be subject to the same terms, conditions, and covenants contained within this AGREEMENT. The CONSULTANT shall at all times remain primarily responsible for the work and shall cause all work performed by the approved subcontractor to be performed in accordance with this AGREEMENT. The CONSULTANT is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.

Wherever subcontractors are referred to in this AGREEMENT, it is to be taken as reference to subcontractors permitted under this Section.

## XI. TERMINATION

**Termination.** This AGREEMENT may be terminated by either Party upon seven (7) days prior written notice if the other party breaches any material term hereof and thereof and the breaching party fails to cure such breach within seven (7) days after receiving notice of such breach from the non-breaching party. In addition, the CCTID may terminate this AGREEMENT at any time for any reason or for no reason upon thirty (30) days written notice delivered to CONSULTANT.

In the event the CONSULTANT should breach this AGREEMENT, the CONSULTANT shall not be relieved of liability to the CCTID the COUNTY, and/or the TOWNSHIPS for any damages sustained by the CCTID, the COUNTY, and/or the TOWNSHIPS by virtue of such breach or other non-performance of the terms of the AGREEMENT by the CONSULTANT, notwithstanding any payments that may have been made to CONSULTANT hereunder. The CCTID may withhold compensation to the CONSULTANT for the purpose of off-set until such time as the amount of damages or other losses to the CCTID arising from the CONSULTANT's breach of the AGREEMENT is paid to the CCTID or otherwise finally resolved.

**Return of Materials and Information.** Upon termination of this AGREEMENT, or at any time upon the CCTID's written request, the CONSULTANT shall promptly return to the CCTID all copies of any data, records, information or materials provided to CONSULTANT by the CCTID in connection with this AGREEMENT. Notwithstanding the foregoing, the CONSULTANT shall be permitted to keep copies or notes as part of its confidential, work-paper record of the SERVICES it has performed under this AGREEMENT. Upon payment for the SERVICES performed prior to the termination date, the CONSULTANT shall furnish to the CCTID all work in progress or portions thereof, including all incomplete work or work product developed or created by the CONSULTANT in connection with the SERVICES.

**Payment Following Termination.** Within seven (7) days after any termination of this AGREEMENT, the CONSULTANT shall submit to the CCTID an itemized invoice for any fees or expenses theretofore accrued under this AGREEMENT. The CCTID, upon payment of accrued amounts so invoiced, shall have no further liability or obligation to the CONSULTANT under this AGREEMENT for any further fees, expenses or other payments of any nature whatsoever for the SERVICES.

**Dispute Resolution.** The PARTIES agree that, in the event of a dispute or alleged breach of this AGREEMENT, they will work together in good faith first to resolve the matter internally by escalating it to higher levels of management prior to resorting to legal remedies.

## XII. COMPLIANCE

The CONSULTANT certifies that the CONSULTANT and all subcontractors who will provide direct or indirect services under this AGREEMENT will comply with all requirements of the Project LPA Agreement, the ODOT Specifications, all applicable federal laws and regulations, applicable OMB circulars, state statutes, Ohio Administrative Code rules or any other applicable rules and regulations in the performance of SERVICES hereunder. The CONSULTANT accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the SERVICES by the CONSULTANT's employees, if any.

## XIII. NON-DISCRIMINATION

The CONSULTANT certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this AGREEMENT, the CONSULTANT will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth and adhere to the related provisions of the Project LPA Agreement . The CONSULTANT will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to any contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONSULTANT complies with all

applicable federal and state non-discrimination laws and the provisions of the ODOT Specifications and the Project LPA Agreement. The CONSULTANT and any person claiming through the CONSULTANT agree not to establish or knowingly permit any such practice or practices or discrimination or segregation.

## XIV. RELATIONSHIP

Nothing in this AGREEMENT is intended to, or shall be deemed to constitute a partnership, association or joint venture with the CONSULTANT in the conduct of the provisions of this AGREEMENT. The CONSULTANT employees are expected to perform the SERVICES without the benefit of direct day-to-day control from CCTID. The CONSULTANT employees will exercise their own discretion and professional judgment in providing the SERVICES hereunder, and the CONSULTANT employees will perform work and labor under the supervision of CONSULTANT and not the CCTID. The CONSULTANT shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the CCTID, the COUNTY, the TOWNSHIPS, and their respective trustees, commissioners, officers, employees, agents and volunteers.

## XV. INDEMNIFICATION

The CONSULTANT shall save, protect, defend, indemnify and hold harmless the CCTID, the COUNTY, the TOWNSHIPS, and their respective trustees, commissioners, officers, employees, agents and volunteers from and against any and all liabilities, losses, penalties, damages, settlements, or costs of every kind and character, to the extent they arise out of or in connection with the intentional, wrongful, or negligent acts, errors or omissions of the CONSULTANT, its employees, officers, agents or independent contractors, that are related either directly or indirectly to the performance of services and work under this AGREEMENT. The CONSULTANT agrees to pay all damages, costs and expenses of the CCTID, the COUNTY, the TOWNSHIPS, and their respective trustees, commissioners, officers, employees, agents and volunteers in defending any action arising out of the aforementioned intentional, wrongful or negligent acts, errors or omissions. The PARTIES expressly agree that this provision shall survive the termination or expiration of this AGREEMENT.

## XVI. INSURANCE

It shall be the responsibility of the CONSULTANT to protect himself/herself, the CONSULTANT'S employees, and/or the CONSULTANT'S agents, and the CCTID, the COUNTY, the TOWNSHIPS, and their respective trustees, commissioners, officers, employees, agents and volunteers from any and all liability claims that may arise from operations carried out in the performance of this AGREEMENT, due to the negligent, intentional or wrongful acts, errors or omissions of the CONSULTANT, its employees or officers.

If the CONSULTANT subcontracts any portion of this AGREEMENT, the CONSULTANT shall be responsible for guaranteeing that the subcontractor for the portion of the AGREEMENT that is subcontracted is adequately covered to the insurance limits as specified herein and that the insurance for the subcontractor meets the same requirements as for the CONSULTANT, such as naming all of the required parties as additional insured. The CONSULTANT is responsible for obtaining the necessary proofs of insurance coverage from the subcontractor and submitting these to the CCTID.

During the term of this AGREEMENT, the CONSULTANT will provide, pay for and maintain in full force and effect the insurance coverages and terms and conditions as required and described in Attachment C. The CONSULTANT shall add the CCTID, the COUNTY, the TOWNSHIPS, and their respective trustees, commissioners, officers, employees, agents and volunteers as additional insured on any insurance policies as may be required under the terms hereof, except for professional liability insurance policy/policies or Workman's compensation, and provide a certificate of insurance from the insurers certifying that such has been done at or before the signing of this AGREEMENT.

## XVII. AVAILABILITY OF FUNDS

This AGREEMENT is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this AGREEMENT. If funds are not allocated and available for the continuance of the function performed by the CONSULTANT hereunder, the CCTID may terminate this AGREEMENT at the end of the period for which funds are available. The CCTID will notify the CONSULTANT at the earliest possible time of any SERVICES that will or may be affected by a shortage of funds. No penalty shall accrue to the CCTID in the event this provision is exercised and the CCTID shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## XVIII. DRUG-FREE WORKPLACE

The CONSULTANT certifies and affirms that the CONSULTANT will comply with all applicable state and federal laws, and the provisions of the ODOT Specifications and the Project LPA Agreement regarding a drug-free workplace. The CONSULTANT will make a good faith effort to ensure that all employees performing duties or responsibilities under this AGREEMENT, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

## XIX. OWNERSHIP RIGHTS

**Work Product.** For the purposes of this AGREEMENT, "work or work product" includes, but is not limited to, any work developed or produced during the performance of this AGREEMENT by the CONSULTANT or the CONSULTANT employees or subcontractors, whether individually or jointly with the CCTID. The CONSULTANT expressly acknowledges that all right, title and interest to all work or work product developed or produced under this AGREEMENT and all copies thereof are the sole property of the CCTID. All work or work product may be used by the CCTID in whole or in part or in a modified form for such purposes as it deems advisable, without further employment or payment of additional compensation to CONSULTANT or its subcontractors. The CONSULTANT shall be permitted to retain copies of work or work product for information and reference only. In the event that the CCTID reuses any of the work or work product for purposes other than those contemplated by this AGREEMENT, the CONSULTANT's name shall be removed there from and the CCTID shall assume full responsibility for the reuse of such work or work product. The CONSULTANT shall have no liability or responsibility arising from such reuse by the CCTID.

**Property Ownership.** The CONSULTANT understands and agrees that all right, title and interest in and to any programs, systems, data, information and other materials furnished to the CONSULTANT by the CCTID hereunder are and shall remain the sole and exclusive property of the CCTID.

**General Knowledge.** The CONSULTANT shall be free to use for the performance of services to others its pre-existing general knowledge, skills and experience, and any pre-existing ideas, concepts, know-how, and techniques and modifications thereto within the scope of its consulting practice that are used in the course of providing the SERVICES hereunder.

## XX. PUBLIC INFORMATION

Although some or all information about or generated under this AGREEMENT may fall within the public domain, the CONSULTANT will not release information about or related to this AGREEMENT to the general public or media verbally, in writing, or by any electronic means without prior approval from the CCTID, unless the CONSULTANT is otherwise required to release requested information by law. Except where approval has been granted in advance, the CONSULTANT will not seek to publicize and will not respond to unsolicited media queries requesting AGREEMENT terms and conditions, the Scope of Services, the government-furnished documents that may be provided to the CONSULTANT to fulfill the AGREEMENT SERVICES, the deliverables required under the AGREEMENT, the results obtained under the AGREEMENT, or the impact of AGREEMENT activities. If contacted by the media about this AGREEMENT, the CONSULTANT agrees to notify the CCTID in lieu of responding directly. Nothing in this section is meant to restrict the CONSULTANT from using contract information and results to market to specific clients or prospects, or to preclude or interfere with the CONSULTANT's compliance with the laws of Ohio or in accordance with the provisions of the ODOT Specifications and the Project LPA Agreement.

## XXI. CHANGES AND ADDITIONAL WORK

Changes to the Scope of Services (Attachment A) shall be made only in writing executed by representatives of the CCTID and the CONSULTANT duly authorized and empowered to so act and in accordance with any applicable provisions of the ODOT Specifications and the Project LPA Agreement. The CONSULTANT shall have no obligation to commence work in connection with any change in the Scope of Services until the PARTIES agree to the change in writing. If the CONSULTANT performs work that is not covered by or exceeds the Scope of Services (Attachment A), such work shall not be deemed SERVICES provided pursuant to this AGREEMENT and for which the CCTID shall be required to compensate the CONSULTANT unless such additional work is the subject of an AMENDMENT to this AGREEMENT or a separate written agreement signed by the CCTID and in accordance with the provisions of the Project LPA Agreement.

## XXII. GOVERNING LAW

This AGREEMENT and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the AGREEMENT will be filed in the courts located in Clermont County, Ohio and Ohio law will apply.

## XXIII. INTEGRATION AND MODIFICATION

This instrument and its attachment(s) embody the entire AGREEMENT of the PARTIES. There are no promises, terms, conditions or obligations other than those contained herein; and this AGREEMENT shall supersede all previous communications, representations or contracts, either written or oral, between the PARTIES to this AGREEMENT. This AGREEMENT shall not be amended or modified in any manner except by an instrument, in writing, duly authorized and executed by the PARTIES to this AGREEMENT.

## XXIV. SEVERABILITY

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

## XXV. WAIVER

Any waiver by either party of any provision or condition of this AGREEMENT shall not be construed or deemed to be a waiver of any other provision or condition of this AGREEMENT, nor a waiver of a subsequent breach of the same provision or condition.

## XXVI. SURVIVAL OF TERMS

In addition to any provisions that may expressly provide for survival following expiration or termination of this AGREEMENT, those provisions of the AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination of this AGREEMENT or an individual Schedule.

## XXVII. NOTICES

All notices provided for in this AGREEMENT, including, but not limited to, notices of default hereunder and termination of this AGREEMENT, shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service or sent by electronic facsimile with receipt confirmed (provided a copy is sent the same day by either overnight courier or certified mail) or (b) as of the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to the CCTID:**

**If to CONSULTANT:**

or such other address as may be furnished in writing by either party to the other. Either party may change its address for the purpose of receiving notices under this AGREEMENT by written notice to the other party in the manner set forth above.

## XXVIII. SIGNATURES

The terms of this AGREEMENT are hereby agreed to by both PARTIES, as shown by the signatures of representatives of each. Each party represents that the signatories hereto have been duly authorized to execute this AGREEMENT on behalf of the party.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed as of the day and year first written above.

**CONSULTANT:**

By: _____
Authorized Agent - Signature

_____
Authorized Agent's Name - Printed

_____
Authorized Agent's Title

**CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT:**

By: _____

Approved as to Form:

By: _____

_____
Name - Printed

_____
Title

**ATTACHMENT A**

# Scope of Service

**EXHIBIT C**

# INSURANCE SCHEDULE

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The total insurance coverage and related provisions, specified hereinafter, have been selected to provide the minimum protection to the CCTID intended by the indemnity provisions set forth in Clause XV. The CONSULTANT shall be required to maintain in full force and effect, from the date of the first authorization to proceed until the CCTID's acceptance of the Work, at least the following minimum coverage. Insurance shall be maintained as specified below, for the minimum limits as indicated. Insurance shall be written by insurance companies with an A.M. Best rating of "A-" or better, authorized to transact business in the State of Ohio under the laws of the State and licensed by the Ohio Department of Insurance as either admitted or non-admitted insurers, and satisfactory to the CCTID.

The insurance coverages specified herein are intended to protect the CCTID from claims for personal and bodily injury, death, disease, and damage to tangible property including loss of use, arising in any manner from negligent acts, errors, or omissions of the CONSULTANT, its employees, agents, subconsultants, their employees or agents, or any other representatives of the CONSULTANT involved in the prosecution of the Work.

The CCTID, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, subconsultants or any agent of any of them, and the obligations of the indemnity agreement recited above shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified.

Certificates of insurance shall be provided in the same manner and form as the insurance policies as set out above.

No invoice for any type of compensation will be honored by the CCTID without appropriate evidence of prerequisite insurance coverage.

**A. PROFESSIONAL LIABILITY INSURANCE**

Professional liability insurance in the form of a project policy, is required for the project unless otherwise agreed to by the CCTID.

The CONSULTANT shall obtain a separate professional liability project insurance policy to insure against negligent acts, errors or omissions on this specific project in an amount not less than $1,000,000 per claim and $2,000,000 aggregate. The policy shall also include coverage for pollution liability and contractors pollution liability. The project policy shall cover the design period and a discovery period of not less than two years. The discovery period shall be measured from substantial completion of the project. The project must be endorsed to the CONSULTANT's practice policy upon expiration of the discovery period. All design professionals and all subconsultants providing services, including environmental and geotechnical services, shall be included in the policy as named insureds.

**B. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY**

The CONSULTANT shall obtain worker's compensation insurance in compliance with Ohio's Worker's Compensation laws, and any other applicable workers' compensation or disability laws.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE**

The CONSULTANT shall obtain commercial general liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to the CCTID.

3. The CCTID, Clermont County, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds.

**D. AUTOMOBILE LIABILITY**

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included to cover the assumed liability of the indemnity recited in Clause IV.

2. The policy shall provide thirty (30) days notice of cancellation to the CCTID.

3. The CCTID, Clermont County, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds. The form of the additional insured endorsement will be ISO CG 20 33 03 97 (Form B) or its equivalent.

**E. AIRCRAFT LIABILITY**

1. When necessary to use aircraft for the performance of the CONSULTANT's services under the terms of the agreement, either by the CONSULTANT or subconsultant, the CONSULTANT shall carry aircraft liability in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the CCTID.

3. The CCTID, the implementation group members Clermont County, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds.

**F. UMBRELLA LIABILITY**

Coverage in excess of the underlying liability policies, to include the Project Professional Liability Insurance Policy, in an amount not less than $5,000,000 Combined Single Limit shall be written on an occurrence form, and the following extensions of coverage included:

1. A thirty (30) day notice of cancellation to the CCTID.

2. Following form of primary general and automobile liability coverage.

a. The CCTID, the implementation group members ClermontCounty, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds.

b. Products and completed Operations (coverage to be included).

c. Explosion, Collapse and Underground (exclusions removed).

d. Contractual Liability (coverage to be included).

e. Aircraft Liability (a $6,000,000 Aircraft Liability Policy is an acceptable alternative if the CONSULTANT's Umbrella Insurer will not provide following form aircraft coverage).

**G. ALL LIABILITY INSURANCE MAINTAINED BY THE CONSULTANT SHALL BE PRIMARY WITHOUT RIGHT OF CONTRIBUTION BY ANY INSURANCE CARRIED BY THE CCTID.**

**H. UNLESS OTHERWISE APPROVED IN WRITING BY THE CCTID, THE CONSULTANT SHALL CAUSE EACH AGREEMENT BETWEEN THE CONSULTANT AND ANY SUBCONSULTANT OR SUBCONTRACTOR TO (A) CONTAIN AN INDEMNIFICATION PROVISION FOR THE BENEFIT OF THE CCTID, CLERMONT COUNTY, MIAMI TOWNSHIP UNION TOWNSHIP AND ODOT AND THEIR OFFICERS, EMPLOYEES AND AGENTS IN THE FORM SET FORTH IN THIS CLAUSE XV OF THIS AGREEMENT; (B) REQUIRE EACH SUBCONSULTANT OR SUBCONTRACTOR TO MAINTAIN INSURANCE OF THE TYPES REQUIRED BY THIS AGREEMENT AND HAVING AT LEAST THE LIMITS AND OTHER CHARACTERISTICS AS ARE REQUIRED BY THIS AGREEMENT WITH RESPECT TO THE CONSULTANT'S INSURANCE; AND (C) REQUIRE EACH SUBCONSULTANT OR SUBCONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THIS AGREEMENT.**

# LBR Funding Application

DATE: June 27, 2019

**Project Information:** **(Note – 1 bridge per LBR Application)**
COUNTY-ROUTE-SECTION: CLE-T0767-02.86

PID: (if available) N/A

**Project Administration:**
LOCAL-LET: County Engineer ODOT-LET: _____

**Funding:**
FISCAL YEAR REQUESTED: 2025

TOTAL COST ESTIMATE:* $ 700,000.00

LBR COST ESTIMATE: (80% or 95% if using CBP) $ 560,000.00

* 1. Submit cost estimate in current year dollars and include 10% CE for projects less than $1 million or 7% CE for projects estimated at $1 million or more
2. Requested year and Estimated Costs may differ from the actual approval by the CSTP/LBR Committee.

| | | | | |
|---|---|---|---|---|
| DO YOU INTEND TO USE THE SIMPLIFIED BRIDGE PROCESS (FORMERLY CALLED JUST-BUILD)? | YES | | NO | x |
| DO YOU WANT THIS PROJECT TO BE CONSIDERED FOR THE FEDERAL/STATE EXCHANGE PROGRAM?** | YES | | NO | x |

**If yes, please submit the Exchange Request to CEAO form.

**LBR Project Information**

Rehab or Replace: REPLACE
Structure File Number: 1332260
Bridge Number: T0767-02.86
Bridge Length: 46 feet
Sufficiency Rating: 32.70
General Appraisal: 4P

County Priority Points:*** 30
***30 points per County per year (can all be put on one application or can be split between County's applications)

**Project Description:** (Include the Roadway Name, if applicable)

Bridge is located at the Pond Run Road SR 749 intersection. The structure is a clear span steel beam Superstructure with a timber deck and 2" asphalt wearing surface. The bridge beams are exhibiting Deterioration and the abutments are in poor shape. The new structure will include a prestressed Composite box beam superstructure with new abutments at an approximate 60-65 foot length. Expecting to pursue Bridge Credit Program status.

County Engineer's Signature: _____

Date: June 27, 2019

County Engineers Association of Ohio

6500 Busch Blvd., Suite 100 • Columbus, Ohio 43229-1738
(614) 221-0707 • Fax (614) 221-5761 • www.ceao.org

July 15, 2019

Jeremy Evans, P.E., P.S.
Clermont County Engineer
2381 Clermont Center Drive
Batavia, Ohio 45103-1959

Re: CLE-TR 767-2.86 (SFN 1332260) Pond Run Road Bridge Replacement

Dear Mr. Evans:

Your application for use of LBR funds to replace the above referenced bridge is approved for FY 2025. Under the CEAO's bridge funding policy, this project qualified for selection on the basis that each county is guaranteed at least one bridge if they have no bridges scheduled for the three years prior to the current funding year. Since it is being approved under the "4-year" criteria, it will not be subject to re-ranking against the new LBR applications next year. The project has an estimated FY 2025 construction cost of $812,000 including construction engineering. The projected funding breakdown for the project is as follows:

| | | |
|---|---|---|
| Construction Contract Estimate (inflated to FY 25): | | $738,200 |
| 10% Construction Engineering Estimate (inflated to FY 25): | | $73,800 |
| 80% LBR: | $649,600 | |
| 20% Local Match: | $162,400 | |
| Federal Max (at 80%): | $799,520 | |

By copy of this letter ODOT will be formally advised of this LBR funding approval. This should permit the programming to be completed upon your submittal of the required package to the ODOT District. Please advise CEAO of the PID number and milestone dates once the programming has been completed and the project schedule has been established. Please also coordinate with your MPO to ensure that this project is included in their TIP as appropriate. If you have any questions or need any further information, please feel free to contact this office.

Sincerely,

Michele Risko

Michele Risko
CSTP/LBR Program Manager

cc: S. Brown, ODOT District 8; A. Stevenson, ODOT Central Office; File

| 2020 Ohio Bridge Partnership Program Awards | | | | | | |
|---|---|---|---|---|---|---|
| District | Project Sponsor | Project Name | Award SFY | Project Description | General Appraisal | Awarded Amount |
| 1 | Village of Carey | Toledo Street | 2024 | Bridge Replacement | 4 | $ 446,600.00 |
| 2 | Williams County | C0017 | 2024 | Bridge Replacement | 3 | $ 415,000.00 |
| 4 | Portage County | CR 10, Section E | 2024 | Bridge Replacement | 4 | $ 445,000.00 |
| 4 | Trumbull County | T222B | 2024 | Bridge Replacement | 4 | $ 545,000.00 |
| 5 | Guernsey County | CR 33 | 2024 | Bridge Replacement | 4 | $ 613,443.00 |
| 6 | Madison County | C0010 | 2024 | Bridge Replacement | 4 | $1,000,000.00 |
| 7 | Miami County | Troy-Sidney Rd (CR 14) | 2024 | Bridge Replacement | 4 | $ 506,072.00 |
| 8 | Clermont County | CR 106-3.03 | 2024 | Bridge Replacement | 4 | $ 545,276.00 |
| 9 | Scioto County | CR 33 | 2024 | Bridge Replacement | 4 | $ 424,000.00 |
| 10 | Washington County | TR 559 | 2024 | Bridge Replacement | 4 | $ 436,000.00 |

## Project Scope

## Roundbottom Road Bridge CR106-3.03

The proposed bridge will replace an existing 62 foot prestressed concrete box beam bridge on Stone abutments. The new bridge will be approximately 85 feet long across Hall Run. The bridge will be constructed using prestreed concrete box beams on capped pile concrete abutments set back from the existing stone abutments. Minimal roadwork will be done on both sides of the bridge, limited to approximately 50 feet on both ends. There is an existing waterline hanging from the side of the bridge that will also have to be shut down and reinstalled during construction.

During construction the road will be closed to traffic with a detour route anticipated of 14 miles long. The roadway is heavily used by trucks due to several landscaping supply businesses as well as other truck related businesses on Roundbottom Road. Due to the volume of traffic, the closure time will be closely reviewed to minimize the time this road will be closed.

## Project Schedule

## Roundbottom Road Bridge CR106-3.03

Environmental Start: 3/1/2021

Design Start: 6/1/2021

Environmental Clear: 12/1/2022

Tracings Complete: 12/5/2022

ROW Start: 10/1/2022

ROW Complete: 8/1/2023

PSE to District: 8/1/2023

Sale: 12/1/2023

Award: 2/1/2024

Begin Construction: 4/1/2024

End Construction: 11/1/2024

## Project Funding

## Roundbottom Road Bridge CR106-3.03

Preliminary Engineering and Environmental Funding is estimated at $75,000 and will be paid 100% from Local Funds.

Design Engineering Funding is estimated at $100,000 and will be paid 100% from Local Funds.

Right of Way Funding is estimated at $65,000 and will be paid 100% from Local Funds.

Construction Contract Funding is estimated at $600,276 and is requested to be paid 100% from the Ohio Bridge Partnership Program.

Construction Engineering Funding is estimated at $20,000 and will be paid 100% from Local Funds and Local Labor.

Total project costs: $860,276

Total Local Contribution: $260,000

Total Ohio Bridge Partnership Funding Request: $600,276

| REF. NO. | ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | ***ROADWAY*** | | |
| | | | | | | |
| 1 | 201 | 1 | LS | CLEARING AND GRUBBING | $ 25,000.00 | $ 25,000.00 |
| 2 | 202 | 200 | SY | PAVEMENT REMOVED, ASPHALT | $ 10.00 | $ 2,000.00 |
| 3 | 202 | 240 | LF | GUARDRAIL REMOVED | $ 10.00 | $ 2,400.00 |
| 4 | 203 | 20 | CY | EXCAVATION | $ 10.00 | $ 200.00 |
| 5 | 203 | 20 | CY | EMBANKMENT | $ 20.00 | $ 400.00 |
| 6 | 204 | 225 | SY | SUBGRADE COMPACTION | $ 5.00 | $ 1,125.00 |
| 7 | 204 | 1 | HOUR | PROOF ROLLING | $ 20.00 | $ 20.00 |
| 8 | 301 | 60 | CY | ASPHALT CONCRETE BASE, PG64-22 | $ 500.00 | $ 30,000.00 |
| 9 | 304 | 60 | CY | AGGREGATE BASE | $ 120.00 | $ 7,200.00 |
| 10 | 407 | 45 | GAL | TACK COAT | $ 20.00 | $ 900.00 |
| 11 | 441 | 30 | CY | ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22 | $ 500.00 | $ 15,000.00 |
| 12 | 441 | 30 | CY | ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (448) | $ 500.00 | $ 15,000.00 |
| 13 | 606 | 200 | LF | GUARDRAIL, TYPE 5, USING 9 FOOT POSTS | $ 35.00 | $ 7,000.00 |
| 14 | 606 | 2 | EACH | ANCHOR ASSEMBLY, TYPE E | $ 2,600.00 | $ 5,200.00 |
| 15 | 606 | 2 | EACH | ANCHOR ASSEMBLY, TYPE T | $ 1,000.00 | $ 2,000.00 |
| 16 | 606 | 4 | EACH | BRIDGE TERMINAL ASSEMBLY, TYPE 4 | $ 1,000.00 | $ 4,000.00 |
| 17 | 626 | 7 | EACH | BARRIER REFLECTOR, TYPE 1 | $ 15.00 | $ 105.00 |
| | | | | | | $ - |
| | | | | ***EROSION CONTROL*** | | $ - |
| | | | | | | $ - |
| 18 | 601 | 75 | CY | ROCK CHANNEL PROTECTION, TYPE A WITH GEOTEXTILE FABRIC | $ 150.00 | $ 11,250.00 |
| 19 | 659 | 350 | SY | SEEDING AND MULCHING | $ 5.00 | $ 1,750.00 |
| | | | | | | $ - |
| | | | | ***STRUCTURE*** | | $ - |
| | | | | | | $ - |
| 20 | 202 | 1 | LS | STRUCTURE REMOVED, AS PER PLAN | $ 35,000.00 | $ 35,000.00 |
| 21 | 503 | 1 | LS | COFFERDAMS AND EXCAVATION BRACING | $ 5,000.00 | $ 5,000.00 |
| 22 | 503 | 1 | LS | UNCLASSIFIED EXCAVATION | $ 2,500.00 | $ 2,500.00 |
| 23 | 505 | 1 | LS | PILE DRIVING EQUIPMENT MOBILIZATION | $ 20,000.00 | $ 20,000.00 |
| 24 | 507 | 480 | LF | STEEL PILES HP 10X42, FURNISHED | $ 30.00 | $ 14,400.00 |
| 25 | 507 | 420 | LF | STEEL PILES HP 10X42, DRIVEN | $ 25.00 | $ 10,500.00 |
| 26 | 509 | 6042 | LBS | EPOXY COATED REINFORCING STEEL | $ 3.00 | $ 18,126.00 |
| 27 | 511 | 74 | CY | CLASS QC1 CONCRETE, ABUTMENT INCLUDING FOOTING | $ 800.00 | $ 59,200.00 |
| 28 | 511 | 16 | CY | CLASS QC2 CONCRETE, SUPERSTRUCTURE | $ 800.00 | $ 12,800.00 |
| 29 | 512 | 100 | SY | SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) | $ 15.00 | $ 1,500.00 |
| 30 | 512 | 216 | SY | TYPE 3 WATERPROOFING | $ 25.00 | $ 5,400.00 |

| REF. NO. | ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|---|---|
| 31 | 515 | 6 | EACH | PRESTRESSED CONCRETE NON-COMPOSITE BOX BEAMS, LEVEL 1, CB 33-48 | $ 27,000.00 | $ 162,000.00 |
| 32 | 516 | 30 | SF | 1" PREFORMED EXPANSION JOINT FILLER | $ 2.00 | $ 60.00 |
| 33 | 516 | 75 | FT | INTEGRAL ABUTMENT EXPANSION JOINT SEAL | $ 20.00 | $ 1,500.00 |
| 34 | 516 | 12 | EACH | 1/8" PREFORMED BEARING PAD | $ 20.00 | $ 240.00 |
| 35 | 516 | 24 | EACH | ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE) | $ 200.00 | $ 4,800.00 |
| 36 | 517 | 170 | LF | RAILING (DEEP BEAM RAIL WITH 3 STEELTUBULAR BACKUPS AND STEEL POSTS) | $ 95.00 | $ 16,150.00 |
| 37 | 518 | 35 | CY | POROUS BACKFILL WITH GEOTEXTILE FABRIC | $ 150.00 | $ 5,250.00 |
| 38 | 518 | 170 | LF | SPECIAL - STEEL DRIP STRIP | $ 10.00 | $ 1,700.00 |
| 39 | 518 | 90 | LF | 6" PERFORATED CORRIGATED PLASTIC PIPE | $ 10.00 | $ 900.00 |
| 40 | 518 | 20 | LF | 6" NON-PERFORATED CORRIGATED PLASTIC PIPE, INCLUDING SPECIALS | $ 10.00 | $ 200.00 |
| 41 | 846 | 25 | CF | POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM | $ 20.00 | $ 500.00 |
| | | | | | | $ - |
| | | | | ***TRAFFIC CONTROL*** | | $ - |
| | | | | | | $ - |
| 42 | 621 | 1 | LS | RPM, STRIPING AND PAVEMENT MARKINGS | $ 7,000.00 | $ 7,000.00 |
| | | | | | | $ - |
| | | | | ***INCIDENTALS*** | | $ - |
| | | | | | | $ - |
| 43 | 623 | 1 | LS | CONSTRUCTION LAYOUT STAKES AND SURVEYING | $ 5,000.00 | $ 5,000.00 |
| 44 | 624 | 1 | LS | MOBILIZATION | $ 25,000.00 | $ 25,000.00 |
| 45 | Special | 1 | LS | CONTINGENCY 10% | $ 55,000.00 | $ 55,000.00 |
| | | | | | | |
| | | | | ***TOTAL CONSTRUCTION COST*** | | **$ 600,276.00** |