

RESOLUTION 2024-37

INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AN EXPENDITURE
IN THE AMOUNT OF \$10,474.40
REPRESENTING AN ADDITIONAL AMOUNT DUE
TO THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS
FROM MAYFIELD VILLAGE FOR THE RESURFACING OF WILSON MILLS ROAD
FROM LANDER ROAD TO ALPHA DRIVE**

WHEREAS, based upon recommendation, it was deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to resurface Wilson Mills Road from Lander Road to Alpha Drive; and

WHEREAS, on August 17, 2020, Mayfield Village Mayor and President of Council entered into an Agreement with Cuyahoga County whereupon the County would contribute sixty percent (60%) of the actual cost of preparation of the construction plans and specifications, and fifty percent (50%) of the Non-Federal Share of the cost of construction and construction supervision for the Wilson Mills Resurfacing Project (Ordinance 2020-21, attached hereto and incorporated herein as Exhibit "A"); and

WHEREAS, Mayfield Village Council initially approved the sum of \$252,183.72 for this Wilson Mills Resurfacing Project; and

WHEREAS, the Wilson Mills Resurfacing Project has been completed and the total cost to Mayfield Village is \$262,658.12; and

WHEREAS, an additional expenditure is required to be approved in the total sum of \$10,474.40 so that a final payment can be made to the Cuyahoga County Department of Public Works for the Wilson Mills Resurfacing Project. (see the calculation attached hereto and incorporated herein as Exhibit "B").

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby authorizes an additional expenditure to the Cuyahoga County Department of Public Works for the resurfacing of Wilson Mills Road from Lander Road to Alpha Drive in the amount of \$10,474.40.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary so that payment can be timely made to the County for the completion of the Wilson Mills Resurfacing Project. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: June 17, 2024

Second Reading: Suspended, 2024

Third Reading: Suspended, 2024

PASSED: June 17, 2024



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.
Director of Law

ATTEST:



MARY E. BETSA, MMC
Clerk of Council

ORDINANCE NO. 2020-21
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY ORDINANCE
TO ENTER INTO A COOPERATION AGREEMENT
BETWEEN CUYAHOGA COUNTY AND THE VILLAGE OF MAYFIELD
FOR THE RESURFACING OF WILSON MILLS ROAD FROM
LANDER ROAD TO ALPHA DRIVE**

WHEREAS, Mayfield Village, hereinafter referred to as “the MUNICIPALITY” has recognized the need for and proposes the improvement of a portion of public highway which is described as follows: The resurfacing of Wilson Mills Road from Lander Road to Alpha Drive; and

WHEREAS, the MUNICIPALITY has requested the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as “the COUNTY”.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to construct the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Wilson Mills Road from Lander Road to Alpha Drive.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

2. That if the project is financed with State or Federal-aid funds, eligible costs of the improvement shall be financed from the aforesaid funds.
3. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in the Ordinance.
4. Within the corporate limits of the MUNICIPALITY, the MUNICIPALITY will be responsible for forty percent (40%), and the COUNTY will be responsible for sixty percent (60%), of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
5. Within the Corporate limits of the MUNICIPALITY, the MUNICIPALITY shall contribute fifty percent (50%) of the Non-Federal Share of the cost of construction, and construction supervision.
6. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the County of Cuyahoga, Ohio prior to an award of a contract for the improvement.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and

2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner: Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the COUNTY will arrange for the acquisition.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, an/or rearrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the

improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the County and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4 and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Ordinance, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic signature policy of Cuyahoga County.

I. AUTHORITY TO SIGN

1. That the Mayor and Council President of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio for approval to use County Motor Vehicle License Tax Funds for the improvement.

The Council of the MUNICIPALITY finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvements to promote highway safety, and provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



STEPHEN SCHUTT
Council President

First Reading: August 17 _____, 2020

Second Reading: _____, 2020


Third Reading: _____, 2020

PASSED: August 17 _____, 2020



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.
Director of Law

ATTEST:



MARY E. BETSA, MMC
Clerk of Council



Cuyahoga County
Together We Thrive

Department of Public Works

November 19, 2021

Village of Mayfield
6622 Wilson Mills Road
Mayfield Village, OH 44143

Attn: Clerk of Council

Re: Wilson Mills Road from Lander Road to Alpha Drive in the City of Highland Heights and
the Village of Mayfield
County ID. No. 1289

Dear Clerk of Council:

Enclosed for your files is an executed copy of the agreement for the above-captioned
project, which was approved by the County of Cuyahoga, Ohio on October 5, 2021.

Sincerely,

Nichole English, P.E.
Planning and Programming Administrator

Enclosure: As Noted

lw

Cc: File Wilson Mills Rd 1289

AGREEMENT

Between the County of Cuyahoga, Ohio and Village of Mayfield for the resurfacing of Wilson Mills Road from Lander Road to Alpha Drive

This agreement made and entered into this _____ day of _____, 20____, by and between the County of Cuyahoga, Ohio, (the "COUNTY"), and the Village of Mayfield (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. 2020-21 adopted by Council of the Village of Mayfield on the 17th day of August, 2020.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Wilson Mills Road from Lander Road to Alpha Drive.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. **CONSENT**

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to construct the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. **COOPERATION**

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Wilson Mills Road from Lander Road to Alpha Drive.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

AGREEMENT

**Between the County of Cuyahoga, Ohio and Village of Mayfield for the
resurfacing of Wilson Mills Road from Lander Road to Alpha Drive**

This agreement made and entered into this 5th day of October, 2021, by and between the County of Cuyahoga, Ohio, (the "COUNTY"), and the Village of Mayfield (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. 2020-21 adopted by Council of the Village of Mayfield on the 17th day of August, 2020.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Wilson Mills Road from Lander Road to Alpha Drive.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to construct the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Wilson Mills Road from Lander Road to Alpha Drive.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. **FUNDING**

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if the project is financed with State or Federal-aid funds, eligible costs of the improvement shall be financed from the aforesaid funds.
3. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in this Agreement.
4. Within the corporate limits of the MUNICIPALITY, the MUNICIPALITY will be responsible for forty percent (40%), and the COUNTY will be responsible for sixty percent (60%), of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
5. Within the Corporate limits of the MUNICIPALITY, the MUNICIPALITY shall contribute fifty percent (50%) of the Non-Federal Share of the cost of construction, and construction supervision.
6. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the County of Cuyahoga, Ohio prior to an award of a contract for the improvement.

D. **MAINTENANCE**

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. **TRAFFIC**

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner: Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

F. **RIGHT-OF-WAY**

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. **UTILITIES**

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately-owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the costs of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204 (Utility

Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or rearrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS


1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalk, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement ; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction and the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3 and G-4 hereinabove.
3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement I agree on behalf of the Village of Mayfield, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures the day and year mentioned above.

Village of Mayfield



Stephen Schutt
President of Council, Mayfield Village

By: 

Mayor

Approved as to Form:



Anthony J. Coyne
Law Director, Mayfield Village

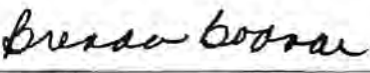
County of Cuyahoga, Ohio

BY _____
Armond Budish, County Executive


IN WITNESS WHEREOF, the Parties hereto have affixed their signatures the day and year mentioned above.

Village of Mayfield


Stephen Schutt
President of Council, Mayfield Village

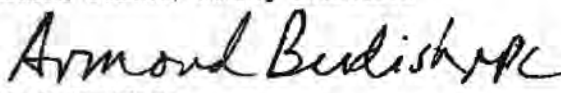
By: 
Mayor

Approved as to Form:


Anthony J. Coyne
Law Director, Mayfield Village

County of Cuyahoga, Ohio

Armond Budish, County Executive


2021-10-05 14:02:23

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) SS.
Village of Mayfield)

I, Mary E. Betsa, as Clerk of the Village of Mayfield, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the 17th day of August, 2020, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. 2020-21.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 12th day of July, 2021.

Mary E. Betsa, MMC
Clerk

Village of Mayfield, Ohio

MUNICIPAL SEAL

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) SS.
Village of Mayfield)

I, Mary E. Betsa, as Clerk of the Village of Mayfield, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the 17th day of August, 2020, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. 2020-21.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 12th day of July, 2021.

Mary E. Betsa, MMC
Clerk

Village of Mayfield, Ohio

MUNICIPAL SEAL

Hello Ladies,

We received the final invoice from the County for the Wilson Mills Road Resurfacing – from Lander Road to Alpha Drive. Unfortunately, the final invoice came in higher than what Council approved. Therefore, we need Council to approve an additional \$10,474.4 to close out this project. Below summarizes the project payments:

252,183.72	PO Amount
<u>(242,881.62)</u>	Initial Payment
9,302.10	Balance of PO
<u>(19,776.50)</u>	Final Payment
<u>(10,474.40)</u>	Remaining Amount needed from Council

Let me know if you have any questions.

Thank you,

Angie S. Rich, CPA
Finance Director
MAYFIELD VILLAGE
6622 Wilson Mills Road
Mayfield Village, OH 44143
Direct: (440)442-1762
arich@mayfieldvillage.com

From: Ron Wynne
Sent: Friday, May 24, 2024 1:46 PM
To: Angie S. Rich <ARich@MAYFIELDVILLAGECO.onmicrosoft.com>
Subject: Fwd: Wilson Mills Resurfacing Final Muni Invoice

Sent from my iPhone

Begin forwarded message:

From: "David J. Young" <djyoung@cuyahogacounty.us>
Date: May 24, 2024 at 12:46:27 PM EDT
To: Ron Wynne <RWynne@mayfieldvillage.com>
Subject: Wilson Mills Resurfacing Final Muni Invoice

Good afternoon,

See attached- let me know if you have any questions/comments.

Thanks.

David Young
Fiscal Specialist 2
Department of Public Works
(216) 698-2475
djyoung@cuyahogacounty.us



Cuyahoga County
Executive Chris Ronayne

Department of Public Works

May 24, 2024

Mayfield Village
6622 Wilson Mills Road
Mayfield, Ohio 44143

Re: Wilson Mills Road Resurfacing- from Lander Road to Alpha Drive

Transmitted herewith is project invoice number 2024-023 in the amount of **\$19,776.50** which represents the City's share of the above-mentioned project. Please remit payment to Cuyahoga County, Department of Public Works- R&B, 2079 E. 9th Street, 5th Floor, Cleveland, OH 44115.

If you have any questions, please feel free to contact David Young at 216-698-2475.

Best Regards,

A handwritten signature in cursive script that reads "Laura Straka".

Laura Straka
Business Service Manager
Department of Public Works

Cuyahoga County Department of Public Works

2079 E. 9th Street
 5th Floor
 Cleveland, OH 44115

Invoice

Date	Invoice #
5/23/2024	2024-023

Bill To
Mayfield Village 6622 Wilson Mills Rd Mayfield, Ohio 44143

County Dept
R & B

Accounting Unit: PW605100 Account: 45580 Activity: CRDOT0004301

	Project Name	Description	Amount
1289	Wilson Mills Road	Wilson Mills Road Final Muni Invoice	19,776.50
Please make checks payable to the Cuyahoga County Fiscal Officer. Remit to: Att: R&B, 2079 E 9th St, 5th Floor, Cleveland, OH 44115			Total \$19,776.50



**DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION DEPARTMENT**

PO # 212254 / PID
#113258

05-Apr-24

For: Wilson Mills Road Resurfacing Existing Roadway
from Lander Road to Alpha Drive in the
City of Highland Hts. And Village of Mayfield, Ohio

Estimate 6

Rep. No. 03-23

Project Completion 100%

Pay to: Catts Construction
21223 Aurora Rd
Warrensville Hts. OH, 44146

Awarded 28-Mar-23

Completion Date 03-Aug-23

Certified Amount \$ 1,494,590.80

Amendment #1 \$ (59,733.63)

Amendment #2 \$ -

Revised Amount \$ 1,434,857.17

Prior Payments \$ 1,239,425.04

Pay this Estimate \$ 195,432.13

Paid to Date \$ 1,434,857.17

NO.	Code	ITEM #	ITEM	UNIT	Revised Limit/\$Amt	Original LIMIT	Bid \$/Unit	Used	% Compl.	\$ Amount
1	1	202	PAVEMENT REMOVED	SY	0	510	\$ 16.00	0.00	#DIV/0!	\$ -
2	1	202	WALK REMOVED	SF	3,819.50	3,236	\$ 2.00	3819.50	100%	\$ 7,639.00
3	1	202	PIPE REMOVED, 24" AND UNDER	FT	0	100	\$ 1.00	0.00	#DIV/0!	\$ -
4	1	202	MANHOLE REMOVED	EACH	0	2	\$ 100.00	0.00	#DIV/0!	\$ -
5	1	202	CATCH BASIN REMOVED	EACH	0	2	\$ 100.00	0.00	#DIV/0!	\$ -
6	1	203	EXCAVATION	CY	4.72	85	\$ 1.00	4.72	100%	\$ 4.72
7	1	204	SUBGRADE COMPACTION	SY	223.29	510	\$ 1.00	223.29	100%	\$ 223.29
8	1	204	EMBANKMENT, AS PER PLAN	CY	0	50	\$ 1.00	0.00	#DIV/0!	\$ -
9	1	204	GRANULAR EMBANKMENT, AS PER PLAN	CY	0	50	\$ 1.00	0.00	#DIV/0!	\$ -
10	1	204	GEOTEXTILE FABRIC	SY	0	2,000	\$ 0.50	0.00	#DIV/0!	\$ -
11	1	204	GEOGRID	SY	0	500	\$ 0.25	0.00	#DIV/0!	\$ -
12	1	608	4" CONCRETE WALK, AS PER PLAN	SF	3,819.50	3,236	\$ 10.00	3819.50	100%	\$ 38,195.00
13	1	608	CURB RAMP, TYPE A2, AS PER PLAN	EACH	5	5	\$ 650.00	5.00	100%	\$ 3,250.00
14	1	608	CURB RAMP, TYPE B2, AS PER PLAN	EACH	6	6	\$ 650.00	6.00	100%	\$ 3,900.00
15	1	608	CURB RAMP, TYPE B3, AS PER PLAN	EACH	13	13	\$ 650.00	13.00	100%	\$ 8,450.00
16	1	608	DETECTABLE WARNING	SF	16	40	\$ 45.00	16.00	100%	\$ 720.00
17	1	623	MONUMENT BOX ADJUSTED TO GRADE, APP	EACH	1	6	\$ 650.00	1.00	100%	\$ 650.00
18	1	623	MONUMENT MISC.: CUYAHOGA COUNTY MONUMENT BOX	EACH	2	2	\$ 650.00	2.00	100%	\$ 1,300.00
19	1	623	MONUMENT MISC.: CUYAHOGA COUNTY CENTERLINE MONUMENT BOX ASSEMBLY, TYPE 1	EACH	2	2	\$ 650.00	2.00	100%	\$ 1,300.00
20	1	SPECIAL	MONUMENT MISC.: MONUMENT REFERENCING	EACH	6	6	\$ 175.00	6.00	100%	\$ 1,050.00
21	1	659	SOIL ANALYSIS TEST	EACH	0	2	\$ 1.00	0.00	#DIV/0!	\$ -
22	1	659	TOPSOIL	CY	32.11	30	\$ 90.00	32.11	100%	\$ 2,889.90
23	1	659	SEEDING AND MULCHING, AS PER PLAN	SY	400	400	\$ 2.00	400.00	100%	\$ 800.00
24	1	659	COMMERCIAL FERTILIZER	TON	0.00	0.06	\$ 736.00	0.00	#DIV/0!	\$ -
25	1	659	LIME	ACRE	0.00	0.08	\$ 1,200.00	0.00	#DIV/0!	\$ -
26	1	659	WATER	M GAL	0	2	\$ 1.00	0.00	#DIV/0!	\$ -
27	1	832	EROSION CONTROL	EACH	11	10,000	\$ 1.00	11.00	100%	\$ 11.00
28	1	605	6" BASE PIPE UNDERDRAINS WITH FABRIC WRAP, AS PER PLAN	FT	0	120	\$ 8.00	0.00	#DIV/0!	\$ -
29	1	611	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS, AS PER PLAN	FT	0	60	\$ 8.00	0.00	#DIV/0!	\$ -
30	1	611	12" CONDUIT, TYPE B, AS PER PLAN	FT	0	50	\$ 25.00	0.00	#DIV/0!	\$ -
31	1	611	12" CONDUIT, TYPE C, AS PER PLAN	FT	0	50	\$ 25.00	0.00	#DIV/0!	\$ -
32	1	611	CATCH BASIN MISC.: CUYAHOGA COUNTY NO. 3C AS PER PLAN	EACH	0	2	\$ 1,500.00	0.00	#DIV/0!	\$ -
33	1	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	EACH	23	14	\$ 1,100.00	23.00	100%	\$ 25,300.00
34	1	611	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	EACH	4	14	\$ 750.00	4.00	100%	\$ 3,000.00
35	1	611	MANHOLE NO. 3, AS PER PLAN	EACH	0	2	\$ 1,500.00	0.00	#DIV/0!	\$ -
36	1	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EACH	26	12	\$ 1,100.00	26.00	100%	\$ 28,600.00
37	1	611	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	EACH	0	4	\$ 750.00	0.00	#DIV/0!	\$ -
38	1	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	EACH	43	38	\$ 650.00	43.00	100%	\$ 27,950.00
39	1	638	SERVICE BOX ADJUSTED TO GRADE, AS PER PLAN	EACH	4	40	\$ 100.00	4.00	100%	\$ 400.00
40	1	SPECIAL	MISCELLANEOUS METAL	LB	26,443	33,000	\$ 1.60	26443.00	100%	\$ 42,308.80
41	1	251	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN	SY	0	900	\$ 15.00	0.00	#DIV/0!	\$ -
42	1	254	PAVEMENT PLANING, PORTLAND CEMENT CONCRETE, AS PER PLAN	SY	2,296.39	700	\$ 18.00	2296.39	100%	\$ 41,335.02
43	1	255	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS< AS PER PLAN	SY	2,160.07	2,175	\$ 120.00	2160.07	100%	\$ 259,208.40
44	1	255	FULL DEPTH PAVEMENT SAWING	FT	4,729	6,794	\$ 2.80	4729.30	100%	\$ 13,242.04
45	1	301	ASPHALT CONCRETE BASE, PG 64-22, (449), (DRIVEWAYS), AS PER PLAN	CY	0	10	\$ 830.00	0.00	#DIV/0!	\$ -
46	1	304	AGGREGATE BASE, AS PER PLAN	CY	30.26	125	\$ 35.00	30.26	100%	\$ 1,059.10
47	1	407	NON-TRACKING TACK COAT	GAL	778	1,001	\$ 4.00	778.00	100%	\$ 3,112.00
48	1	407	TACK COAT, 702.13	GAL	1,293.20	1,432	\$ 4.00	1293.20	100%	\$ 5,172.80
49	1	422	AGGREGATE, SINGLE CHIP, TYPE A	SY	20,987.34	20,445	\$ 2.00	20987.34	100%	\$ 41,974.68
50	1	422	EMULSION, SINGLE CHIP SEAL, TYPE A	GAL	7,665	8,065	\$ 4.00	7665.00	100%	\$ 30,660.00
51	1	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 70-22M, AS PER PLAN	CY	631.43	632	\$ 292.00	631.43	100%	\$ 184,377.56
52	1	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), AS PER PLAN	CY	1,013.93	885	\$ 240.00	1013.93	100%	\$ 243,343.20
53	1	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 64-22, AS PER PLAN	CY	77.75	367	\$ 75.00	77.75	100%	\$ 5,831.25
54	1	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG 64-22, AS PER PLAN	CY	0	6	\$ 800.00	0.00	#DIV/0!	\$ -
55	1	451	REINFORCED CONCRETE PAVEMENT MISC.: 8" REINFORCED CONCRETE PAVEMENT, APP	SY	10.55	80	\$ 75.00	10.55	100%	\$ 791.25
56	1	452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN	SY	13.33	330	\$ 60.00	13.33	100%	\$ 799.80
57	1	609	CURB, TYPE 2-B USING CLASS QC MS, APP	FT	715.90	1,357	\$ 20.00	715.90	100%	\$ 14,318.00
58	1	875	LONGITUDINAL JOINT ADHESIVE	LB	2,262	2,262	\$ 5.00	2262.00	100%	\$ 11,310.00

Wilson Mills Road Resurfacing County ID 1289		Final Invoice		Construction Splits		
				County	Highland Heights (51.32%)	Mayfield Village (48.68%)
Construction Costs	1,434,857.17					
<i>Less ODOT Funds</i>	(682,192.00)					
Total Billable	752,665.17			376,332.59	193,133.88	183,198.70
Construction Engineering County	198,595.81			County	Highland Heights (51.32%)	Mayfield Village (48.68%)
Total Billable	198,595.81			99,297.91	50,959.68	48,338.22
Design County	159,825.40			County	Highland Heights (51.32%)	Mayfield Village (48.68%)
Total Billable	159,825.40			95,895.24	32,808.96	31,121.20
	Total					
	Construction			376,332.59	193,133.88	183,198.70
	Construction Engineering			99,297.91	50,959.68	48,338.22
	Design			95,895.24	32,808.96	31,121.20
	Total Costs			571,525.73	276,902.52	262,658.12
				Total Due	\$ 276,902.52	\$ 262,658.12
				Amount Paid by City	\$ -	\$ 242,881.62
				Total Invoice Amount	276,902.52	19,776.50

PAYMENTS	CONSTRUCTION		CONSTRUCTION ENGINEERING			DESIGN ENGINEERING		
	AMOUNT	CHECK DATE	DATE	COMPANY	AMOUNT	DATE	COMPANY	AMOUNT
Estimate #1	229,243.48	5/25/2023	1-13, 2023	CCEO	108,796.06	1-26, 2020	CCEO	12,285.96
Estimate #2	336,481.18	7/6/2023	14-26, 2023	CCEO	89,799.75	1-13, 2021	CCEO	7,284.31
Estimate #3	306,762.47	7/27/2023				14-26, 2021	CCEO	24,346.67
Estimate #4	233,279.28	9/28/2023				1-13, 2022	CCEO	43,352.38
Estimate #5	133,658.63	12/14/2023				14-26, 2022	CCEO	68,011.10
Estimate #6	195,432.13	4/15/2024				1-13, 2023	CCEO	4,544.98
					198,595.81			159,825.40
Total Contractor Pmts	1,434,857.17							

YEAR	PERIOD	DEPT	COST	NAME	CLOCK	PROJECT	PROJECT NAME	TASK	TASK NAME	PAY TYPE	HOURS	OT HOURS	CT/ET EARNED	RATE	OT RATE	AMOUNT
2023	6	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	449	Constructability Review	ST	9.00			\$55.86	\$1.00	\$511.32
2023	7	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	3.00			\$40.24	\$0.00	\$120.72
2023	7	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	446	Constructability Review	ST	5.00			\$55.86	\$0.00	\$279.30
2023	7	PW270120	D	Tworzydlo, Michael	12512	1201	Wilson Mills	455	Project Meeting	ST	2.00			\$26.24	\$0.00	\$120.68
2023	8	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	45.00			\$29.72	\$0.00	\$1,337.40
2023	8	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			0.50	\$29.72	\$0.00	\$14.86
2023	8	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	449	Constructability Review	ST	25.50			\$55.86	\$0.00	\$1,424.94
2023	8	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	508	Project Supervision	ST	30.00			\$34.37	\$0.00	\$2,749.01
2023	8	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			1.00	\$34.37	\$0.00	\$34.37
2023	9	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	3.00			\$40.24	\$0.00	\$120.72
2023	9	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	63.00			\$29.72	\$0.00	\$2,371.60
2023	9	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			5.50	\$29.72	\$0.00	\$163.46
2023	9	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	449	Constructability Review	ST	20.00			\$55.86	\$0.00	\$1,117.80
2023	9	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	80.00			\$34.37	\$0.00	\$2,749.01
2023	9	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			4.50	\$34.37	\$0.00	\$154.67
2023	10	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	80.00			\$29.72	\$0.00	\$2,371.60
2023	10	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			0.50	\$29.72	\$0.00	\$14.86
2023	10	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	446	Constructability Review	ST	8.00			\$55.86	\$0.00	\$447.04
2023	10	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	503	Project Supervision	ST	78.00			\$34.37	\$0.00	\$2,672.13
2023	10	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			4.00	\$34.37	\$0.00	\$137.48
2023	11	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	60.00			\$29.72	\$0.00	\$2,371.60
2023	11	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			10.00	\$29.72	\$0.00	\$297.20
2023	11	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	449	Constructability Review	ST	7.00			\$55.86	\$0.00	\$391.02
2023	11	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	78.00			\$34.37	\$0.00	\$2,672.13
2023	11	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			0.00	\$34.37	\$0.00	\$0.00
2023	12	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	605	Project Supervisor	ST	13.50			\$40.24	\$0.00	\$543.24
2023	12	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	70.00			\$29.72	\$0.00	\$2,080.40
2023	12	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			5.50	\$29.72	\$0.00	\$163.46
2023	12	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	14.00			\$55.86	\$0.00	\$782.04
2023	12	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	24.00			\$34.37	\$0.00	\$824.88
2023	13	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	60.00			\$29.72	\$0.00	\$2,371.60
2023	13	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			18.50	\$29.72	\$0.00	\$549.82
2023	13	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	16.00			\$55.86	\$0.00	\$893.76
2023	13	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	58.00			\$34.37	\$0.00	\$1,993.46
2023	13	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			16.50	\$34.37	\$0.00	\$567.11

Pay 1-13, 2023
 Non-Fringe \$36,075.55
 Fringe 50.01% \$ 21,286.77
 Indirect Costs 142.96% \$ 51,420.73
\$108,783.05

YEAR	PERIOD	DEPT	COST	NAME	CLOCK	PROJECT	PROJECT NAME	TASK	TASK NAME	PAY TYPE	HOURS	OT HOURS	CT/ET EARNED	RATE	OT RATE	AMOUNT
2023	14	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	2.00			\$40.24	\$0.00	\$80.48
2023	14	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	72.00			\$29.72	\$0.00	\$2,139.84
2023	14	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			16.00	\$29.72	\$0.00	\$475.52
2023	14	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	14.00			\$55.86	\$0.00	\$782.04
2023	14	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			2.00	\$55.86	\$0.00	\$111.72
2023	14	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			12.00	\$34.37	\$0.00	\$412.44
2023	14	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	86.00			\$34.37	\$0.00	\$2,938.02
2023	15	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	16.00			\$29.72	\$0.00	\$475.52
2023	15	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	15.00			\$55.86	\$0.00	\$837.90
2023	15	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	605	Project Supervisor	ST	64.00			\$34.37	\$0.00	\$2,199.68
2023	15	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			8.00	\$34.37	\$0.00	\$275.00
2023	16	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	80.00			\$29.72	\$0.00	\$2,371.60
2023	16	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	8.00			\$55.86	\$0.00	\$446.88
2023	16	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	87.50			\$34.37	\$0.00	\$2,995.94
2023	16	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	3.00			\$55.86	\$0.00	\$167.58
2023	17	PW270120	D	Tworzydlo, Michael	12512	1201	Wilson Mills	505	Project Supervision	ST	18.00			\$40.24	\$0.00	\$724.32
2023	17	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	88.00			\$29.72	\$0.00	\$2,607.36
2023	17	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	CT			0.00	\$29.72	\$0.00	\$0.00
2023	17	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	6.00			\$55.86	\$0.00	\$335.16
2023	17	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	508	Project Inspection	ST	15.00			\$29.72	\$0.00	\$445.80
2023	17	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			2.00	\$29.72	\$0.00	\$59.44
2023	17	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	64.00			\$34.37	\$0.00	\$2,199.68
2023	17	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			8.50	\$34.37	\$0.00	\$291.17
2023	18	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	35.00			\$29.72	\$0.00	\$1,045.20
2023	18	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	7.00			\$55.86	\$0.00	\$391.02
2023	18	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	69.00			\$34.37	\$0.00	\$2,371.60
2023	18	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	457	Field Operations (Area Engineer's attends to field duties)	ST	8.00			\$55.86	\$0.00	\$446.88
2023	19	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	3.00			\$40.24	\$0.00	\$120.72
2023	20	PW270120	I	Mayer, Ryan	224322	1201	Wilson Mills	504	Project Substantial Completion Process	ST	4.00			\$55.86	\$0.00	\$223.44
2023	20	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	505	Project Supervision	ST	60.00			\$34.37	\$0.00	\$2,062.20
2023	21	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	4.00			\$29.72	\$0.00	\$118.88
2023	21	PW270120	D	Mayer, Ryan	224322	1201	Wilson Mills	504	Project Substantial Completion Process	ST	4.00			\$55.86	\$0.00	\$223.44
2023	21	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	504	Project Substantial Completion Process	ST	2.00			\$55.86	\$0.00	\$111.72
2023	22	PW270120	I	Mayer, Ryan	224322	1201	Wilson Mills	105	Compensatory Time - Non-Billable - General Office	CT			1.00	\$55.86	\$0.00	\$55.86
2023	23	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	4.00			\$40.24	\$0.00	\$160.96
2023	23	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	2.00			\$40.24	\$0.00	\$80.48
2023	24	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	3.00			\$40.24	\$0.00	\$120.72
2023	24	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	4.00			\$40.24	\$0.00	\$160.96
2023	24	PW270120	I	Mayer, Ryan	224322	1201	Wilson Mills	504	Project Substantial Completion Process	ST	8.00			\$55.86	\$0.00	\$446.88
2023	25	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	7.00			\$40.24	\$0.00	\$281.68
2023	25	PW270120	I	Mayer, Ryan	224322	1201	Wilson Mills	504	Project Substantial Completion Process	ST	4.00			\$55.86	\$0.00	\$223.44
2023	25	PW270120	D	Wills, Robert	277344	1201	Wilson Mills	106	Compensatory Time - Billable - Project Related	CT			8.00	\$34.37	\$0.00	\$275.00
2023	26	PW270120	D	Colter, Michael	223034	1201	Wilson Mills	505	Project Supervision	ST	8.00			\$40.24	\$0.00	\$321.92
2023	26	PW270120	D	Esadinskiy, Brian	208543	1201	Wilson Mills	508	Project Inspection	ST	30.00			\$29.72	\$0.00	\$891.60
2023	26	PW270120	I	Mayer, Ryan	224322	1201	Wilson Mills	504	Project Substantial Completion Process	ST	4.00			\$55.86	\$0.00	\$223.44

Pay 14-15, 2023
 Non-Fringe \$20,777.41
 Fringe 50.01% \$ 10,371.65
 Indirect Costs 142.96% \$ 29,450.68
\$60,600.74

YEAR	PERIOD	DEPT	COST	NAME	CLOCK	PROJECT	PROJECT NAME	TASK	TASK NAME	PAY TYPE	HOURS	OT HOURS	CT/ET EARNED	RATE	OT RATE	AMOUNT	
2020	22	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	41			\$	26.58	0	\$ 1,170.90
2020	23	413054	D	Bina, Robert	10616	1280	Wilson Mills Road	407	Schematic Plan	ST	41			\$	26.58	0	\$ 1,170.90
2020	24	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	38.5			\$	26.58	0	\$ 1,023.53
2020	25	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	28.5			\$	26.58	0	\$ 759.84
																\$ 4,126.17	

Pay Periods 1-28, 2020
 Non-Fringe \$ 4,126.17
 Fringe 62.40% \$ 2,572.37
 Indirect 130.15% \$ 5,425.37
\$12,124.91

YEAR	PERIOD	DEPT	COST	NAME	CLOCK	PROJECT	PROJECT NAME	TASK	TASK NAME	PAY TYPE	HOURS	OT HOURS	CT/ET EARNED	RATE	OT RATE	AMOUNT	
2021	1	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	23.34			\$	26.58	0	\$ 610.50
2021	2	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	18.5			\$	26.58	0	\$ 491.64
2021	3	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	22			\$	26.58	0	\$ 582.76
2021	4	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	14			\$	26.58	0	\$ 372.12
2021	5	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	7			\$	26.58	0	\$ 186.06

Pay Periods 1-13, 2021
 Non-Fringe \$ 1,887.22
 Fringe 55.26% \$ 1,043.87
 Indirect Costs 137.52% \$ 2,624.42
\$ 5,555.51

YEAR	PERIOD	DEPT	COST	NAME	CLOCK	PROJECT	PROJECT NAME	TASK	TASK NAME	PAY TYPE	HOURS	OT HOURS	CT/ET EARNED	RATE	OT RATE	AMOUNT	
2021	14	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	24.89			\$	26.58	0	\$ 661.42
2021	15	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	406	Title Sheet	ST	7.00			\$	26.58	0	\$ 186.06
2021	16	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	408	Typical Sections	ST	9.00			\$	26.58	0	\$ 239.22
2021	17	413054	I	Bina, Robert	10620	1280	Wilson Mills Road	406	General Notes	ST	4.00			\$	26.58	0	\$ 106.32
2021	18	413054	D	Lampert, Daniel	229127	1280	Wilson Mills Road	407	Schematic Plan	ST	3.00			\$	26.58	0	\$ 79.74
2021	19	413054	I	Lampert, Daniel	229127	1280	Wilson Mills Road	408	Typical Sections	ST	2.00			\$	26.58	0	\$ 53.16
2021	20	413054	I	Lampert, Daniel	229127	1280	Wilson Mills Road	409	General Notes	ST	3.00			\$	26.58	0	\$ 79.74
2021	21	413054	D	Lampert, Daniel	229127	1280	Wilson Mills Road	413	Quantity Calculations	ST	3.00			\$	26.58	0	\$ 79.74
2021	22	413054	D	Lampert, Daniel	229127	1280	Wilson Mills Road	412	Subsummaries	ST	0.00			\$	26.58	0	\$ 0.00
2021	23	413054	D	Lampert, Daniel	229127	1280	Wilson Mills Road	411	Design Summary	ST	0.00			\$	26.58	0	\$ 0.00
2021	24	413054	D	Lampert, Daniel	229127	1280	Wilson Mills Road	440	Cost Estimates	ST	2.00			\$	26.58	0	\$ 53.16
2021	25	413054	D	Lampert, Daniel	229127	1280	Wilson Mills Road	323	Plan Review	ST	3.50			\$	26.58	0	\$ 93.03
2021	26	413054	D	Mach, David	10480	1280	Wilson Mills Road	237	Project Coordination	ST	2.00			\$	26.58	0	\$ 53.16
2021	27	413054	D	Sowers, Brian	204867	1280	Wilson Mills Road	448	Cost Estimates	ST	12.00			\$	26.58	0	\$ 318.96
2021	28	413054	D	Sowers, Brian	204867	1280	Wilson Mills Road	413	Quantity Calculations	ST	18.00			\$	26.58	0	\$ 478.44
2021	29	413054	D	Sowers, Brian	204867	1280	Wilson Mills Road	408	Typical Sections	ST	8.00			\$	26.58	0	\$ 212.64
2021	30	413054	D	Mach, David	10480	1280	Wilson Mills Road	237	Project Coordination	ST	3.00			\$	26.58	0	\$ 79.74
2021	31	413054	D	Sowers, Brian	204867	1280	Wilson Mills Road	410	Maintenance of Traffic (Notes & Plan Details)	ST	14.00			\$	26.58	0	\$ 372.12
2021	32	413054	D	Sowers, Brian	204867	1280	Wilson Mills Road	413	Quantity Calculations	ST	1.50			\$	26.58	0	\$ 39.87
2021	33	413054	D	Sowers, Brian	204867	1280	Wilson Mills Road	440	Cost Estimates	ST	1.50			\$	26.58	0	\$ 39.87
2021	34	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	20.00			\$	26.58	0	\$ 531.60
2021	35	413054	D	Sowers, Brian	204867	1280	Wilson Mills Road	408	Typical Sections	ST	2.00			\$	26.58	0	\$ 53.16
2021	36	413054	I	Georg, Christopher	10620	1280	Wilson Mills Road	123	Coordination w/ Other Departments - County	ST	1.00			\$	26.58	0	\$ 26.58
2021	37	413054	D	Mach, David	10480	1280	Wilson Mills Road	237	Project Coordination	ST	3.50			\$	26.58	0	\$ 93.03
2021	38	413054	I	Georg, Christopher	10620	1280	Wilson Mills Road	123	Coordination w/ Other Departments - County	ST	0.25			\$	26.58	0	\$ 6.64
2021	39	413054	I	Sowers, Brian	204867	1280	Wilson Mills Road	242	Project Scope	ST	13.00			\$	26.58	0	\$ 345.54
2021	40	413054	I	Sowers, Brian	204867	1280	Wilson Mills Road	122	Coordination w/ Outside Agencies	ST	1.00			\$	26.58	0	\$ 26.58
2021	41	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	13.00			\$	26.58	0	\$ 345.54
2021	42	413054	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	52.83			\$	26.58	0	\$ 1,404.13

ODOT
 Non-Fringe \$ 8,313.13
 Fringe 55.33% \$ 4,599.22
 Indirect Costs 157.52% \$ 11,432.22
\$24,344.57

YEAR	PERIOD	DEPT	COST	NAME	CLOCK	PROJECT	PROJECT NAME	TASK	TASK NAME	PAY TYPE	HOURS	OT HOURS	CT/ET EARNED	RATE	OT RATE	AMOUNT	
2022	1	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	18.25			\$	26.58	0	\$ 484.38
2022	2	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	280	Field Survey	ST	7.75			\$	26.58	0	\$ 206.18
2022	3	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	280	Field Survey	ST	7.75			\$	26.58	0	\$ 206.18
2022	4	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	35.00			\$	26.58	0	\$ 928.30
2022	5	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	409	Title Sheet	ST	8.00			\$	26.58	0	\$ 212.64
2022	6	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	409	Typical Sections	ST	8.00			\$	26.58	0	\$ 212.64
2022	7	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	404	Schematic Design Review	ST	3.50			\$	26.58	0	\$ 93.03
2022	8	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	406	Title Sheet	ST	10.00			\$	26.58	0	\$ 265.80
2022	9	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	323	Design Calculations & Documentation	ST	14.00			\$	26.58	0	\$ 372.12
2022	10	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	413	Quantity Calculations	ST	8.75			\$	26.58	0	\$ 232.34
2022	11	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	408	Typical Sections	ST	5.25			\$	26.58	0	\$ 139.44
2022	12	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	14.00			\$	26.58	0	\$ 372.12
2022	13	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	408	Typical Sections	ST	4.25			\$	26.58	0	\$ 113.00
2022	14	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	406	Title Sheet	ST	3.00			\$	26.58	0	\$ 79.74
2022	15	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	406	Typical Sections	ST	28.00			\$	26.58	0	\$ 746.24
2022	16	PW270125	I	Bina, Robert	10620	1280	Wilson Mills Road	402	General Notes	ST	18.00			\$	26.58	0	\$ 478.44
2022	17	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	407	Schematic Plan	ST	1.00			\$	26.58	0	\$ 26.58
2022	18	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	237	Project Coordination	ST	1.00			\$	26.58	0	\$ 26.58
2022	19	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	404	Typical Sections	ST	8.00			\$	26.58	0	\$ 212.64
2022	20	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	458	Utility Research and Coordination	ST	5.00			\$	26.58	0	\$ 132.90
2022	21	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	523	Plan Review	ST	5.00			\$	26.58	0	\$ 132.90
2022	22	PW270125	D	Mach, David	10480	1280	Wilson Mills Road	237	Project Coordination	ST	14.00			\$	26.58	0	\$ 372.12
2022	23	PW270125	D	Georg, Christopher	10620	1280	Wilson Mills Road	523	Plan Review	ST	0.50			\$	26.58	0	\$ 13.29
2022	24	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	400	General Notes	ST	7.00			\$	26.58	0	\$ 186.06
2022	25	PW270125	D	Sowers, Brian	204867	1280	Wilson Mills Road	457	Site Visit	ST	3.50			\$	26.58	0	\$ 93.03
2022	26	PW270125	D	Mach, David	10480	1280	Wilson Mills Road	457	Site Visit	ST	3.50			\$	26.58	0	\$ 93.03
2022	27	PW270125	D	Bina, Robert	10620	1280	Wilson Mills Road	406	General Notes	ST	14.00			\$	26.58	0	\$ 372.12
2022	28	PW270125	D	Georg, Christopher	10620	1280	Wilson Mills Road	232	QA/QC Reviews	ST	18.00			\$	26.58	0	\$ 478.44
2022	29	PW270125	D	Georg, Christopher	10620	1280	Wilson Mills Road	237	Project Coordination	ST	0.75			\$	26.58	0	\$ 19.94
2022	30	PW270125	D	Mach, David	10480	1280	Wilson Mills Road	237	Project Coordination	ST	2.00						

MAYFIELD VILLAGE 8622 WILSON MILLS RD., MAYFIELD VILLAGE, OHIO 44143-3499

117861

P.O. NO.	DESCRIPTION	FUND NUMBER	AMOUNT
RG067595	INVOICE # 2023-033 DATED 05/24/2023	250.868.50640	\$242,881.62
		TOTAL:	\$242,881.62

MLCK65111B SAFEGUARD PREMIER BRANDING SOLUTIONS 330-782-3300

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117861

MAYFIELD VILLAGE
8622 WILSON MILLS RD.
MAYFIELD VILLAGE, OHIO 44143-3499

VOID IF NOT CASHED WITHIN
6 MONTHS OF ISSUE DATE

U.S. BANK N.T.
AND TRUST CO. OF
CLEVELAND, OHIO

88-255/472

TWO HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-ONE and 62/100 DOLLARS

DATE: 05/24/2023 CHECK NO: 117861 AMOUNT: \$242,881.62

PAY TO THE ORDER OF
CUYAHOGA COUNTY TREASURER
DEPT. OF PUBLIC WORKS R&B
2079 EAST NINTH STREET, 5th FL
CLEVELAND OHIO 44115

Brian T. Carson
Ronald A. Johnson

Security Features Included Details on back

⑈ 117861 ⑈ ⑆ 041202582⑆ 130107143682 ⑈



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

District 12
5500 Transportation Blvd., Garfield Heights, OH 44125
216-581-2100
transportation.ohio.gov

October 5, 2022

Michael W. Dever, Director
Department of Public Works
Cuyahoga County
2079 E. Ninth St., 5th Floor
Cleveland, Ohio 44115

Attn: Nichole English, P.E.

Subject: Executed LPA Agreement for CUY-Wilson Mills Rd. (113258)

Dear Mr. Dever:

District 12 has received the signed agreement designating the county as the lead agency for the administration of this project. Deputy Director Picuri has signed the agreement, and a scanned copy is being returned to you for your records.

The document will be included with the plan package submitted to Columbus for Federal authorization. The District 12 LPA Manager, Natalie Conley, will contact you once you are authorized to initiate the advertisement process to solicit competitive bids for a construction contract.

If you have any questions about the attached document, please do not hesitate to call this office.

Respectfully,

Melinda J. Bartizal

Melinda J. Bartizal
ODOT District 12 Transportation Planner

encl: (as stated)

c: N. Conley, ODOT-District 12; file (PID 113258)

SAM Unique Entity ID: 066047804

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Cuyahoga County Commissioners**, acting by and through the **Department of Public Works** hereinafter referred to as the LPA, **2079 East Ninth St., 5th Floor, Cleveland, Ohio 44115.**

PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **CUY – Wilson Mills Rd. – (PID 113258)** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

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

result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$852,740.00** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$682,192.00** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager.

Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards previously approved by ODOT or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: ODOT's Office of Local Programs

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current at the time of award. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Michael W. Dever, Director
Cuyahoga County Department of Public Works
2079 E. Ninth St., 5th Floor
Cleveland, Ohio 44115

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

GOOD FAITH EFFORTS

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

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be

remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Michael W. Dever, Director	John Picuri, District 12 Deputy Director
Cuyahoga County Dept. of Public Works	Ohio Department of Transportation
2079 E. Ninth St., 5 th Floor	5500 Transportation Blvd.
Cleveland, Ohio 44115	Garfield Heights, Ohio 44125
mdever@cuyahogacounty.us	John.Picuri@dot.ohio.gov

15. GENERAL PROVISIONS

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

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

- 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
 - (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
 - (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

- 2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²**
- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
 - (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated



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

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

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



J. Straka

4. **Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.** ⁴

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

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*

(C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

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

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 **Financial Reporting and Audit Requirements:** One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have

fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

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

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

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

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

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

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

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

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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Cuyahoga County, Ohio Armond Budish, County Executive	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By <i>Armond Budish</i> 2022-08-22 13:01:11 Title:	<i>Jack Marchbanks</i> rchbanks Director
Date:	Date: <i>9/13/22</i>

Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

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

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

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