

OFFICE OF
ERIE COUNTY ENGINEER
2700 COLUMBUS AVENUE
SANDUSKY, OH 44870



ROUND 33 OPWC SCIP & LTIP
APPLICATION

COLUMBUS AVENUE STRUCTURE P-209
REPLACEMENT

August 30, 2018

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State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: ERIE COUNTY ENGINEER'S OFFICE Subdivision Code: 043-00043

District Number: 5 County: ERIE Date: 08/24/2018

Contact: MATT ROGERS, P.E. Phone: (419) 627-7711
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: MROGERS@ERIECOUNTY.OH.GOV FAX: (419) 625-9622

Project

Project Name: COLUMBUS AVE STRUCTURE P-209 REPLACEMENT Zip Code: 44870

Subdivision Type <small>(Select one)</small>	Project Type <small>(Select single largest component by \$)</small>	Funding Request Summary <small>(Automatically populates from page 2)</small>
<input checked="" type="checkbox"/> 1. County	<input type="checkbox"/> 1. Road	Total Project Cost: <u>1,848,000 .00</u>
<input type="checkbox"/> 2. City	<input checked="" type="checkbox"/> 2. Bridge/Culvert	1. Grant: <u>50,000 .00</u>
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan: <u>0 .00</u>
<input type="checkbox"/> 4. Village	<input type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement: <u>0 .00</u>
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested: <u>50,000 .00</u>
	<input type="checkbox"/> 6. Stormwater	

District Recommendation (To be completed by the District Committee)

Funding Type Requested <small>(Select one)</small>	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	<u>0</u> .00		
Final Design:	<u>25,000</u> .00		
Construction Administration:	<u>161,000</u> .00		
Total Engineering Services:	a.) <u>186,000</u> .00		<u>12</u> %
Right of Way:	b.) <u>50,000</u> .00		
Construction:	c.) <u>1,610,000</u> .00		
Materials Purchased Directly:	d.) <u>0</u> .00		
Permits, Advertising, Legal:	e.) <u>2,000</u> .00		
Construction Contingencies:	f.) _____ .00		<u>0</u> %
Total Estimated Costs:	g.) <u>1,848,000</u> .00		

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) <u>30,000</u> .00		
Local Revenues:	b.) <u>85,550</u> .00		
Other Public Revenues:	c.) _____ .00		
ODOT / FHWA PID: <u>96885</u>	d.) <u>1,682,450</u> .00		
USDA Rural Development:	e.) _____ .00		
OEPA / OWDA:	f.) _____ .00		
CDBG:	g.) _____ .00		
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: _____	h.) _____ .00		
Subtotal Local Resources:	i.) <u>1,798,000</u> .00		<u>97</u> %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>100</u> % of OPWC Funds	j.) <u>50,000</u> .00		
Loan: <u>0</u> % of OPWC Funds	k.) _____ .00		
Loan Assistance / Credit Enhancement:	l.) <u>0</u> .00		
Subtotal OPWC Funds:	m.) <u>50,000</u> .00		<u>3</u> %
Total Financial Resources:	n.) <u>1,848,000</u> .00		<u>100</u> %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	1,848,000 .00	100 %
2.2 Total Portion of Project New / Expansion:	0 .00	0 %
2.3 Total Project:	1,848,000 .00	100 %

A Farmland Preservation letter is required for any impact to farmland

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>07/01/2018</u>	End Date: <u>10/31/2019</u>
3.2 Bid Advertisement and Award	Begin Date: <u>11/01/2019</u>	End Date: <u>03/31/2020</u>
3.3 Construction	Begin Date: <u>04/01/2020</u>	End Date: <u>11/30/2020</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed. Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 50 Years Age: 1887 (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 12,312 Year 2018 Projected ADT 12,312 Year 2038

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: 0

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: 0

Stormwater: Number of households served: 0

4.3 Project Description

- A: **SPECIFIC LOCATION** (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

On Columbus Ave. over Pipe Creek, approximately 0.29 miles south of Perkins Ave., in Perkins Township Section 2. Project ZIP code is 44870.

- B: **PROJECT COMPONENTS** (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

Removal and replacement of the existing bridge. Removal of existing bridge components (except for a portion of the existing abutments to remain in place) and replacement with a new bridge consisting of:

- Cast in-place concrete abutments and footings.
- Prestressed concrete box beam composite superstructure with concrete deck on semi-integral abutments
- Placement of rock channel protection.
- Construction of concrete approach slabs
- Construction of bridge pedestrian facilities and bridge railing
- Construction of roadway and channel approaches to the proposed structure, including asphalt concrete, curbs and gutters, and sidewalks; also channel work to appropriately transition from the existing channel to the proposed structure
- Related incidental work in conjunction with the above (storm sewers, utility relocations, embankment work, pavement markings, etc.) to ensure a complete, functioning project.

- C: **PHYSICAL DIMENSIONS** (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

The existing bridge is a two-span masonry filled-spandrel arch. Spans are 18'; total span is 40'. Width is 99' o/o abutments. Roadway is approximately 47' f/f curbs, with one 6' sidewalk.

Proposed bridge: prestressed concrete box beam composite superstructure. Span 80'-0" c/c bearings. Deck width 69'-4" o/o, 52' f/f curb roadway with 7'-2" and 8'-2" sidewalks. Cast-in-place reinforced concrete abutments and footings. 25' approach slabs.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: PETE DANIEL
Title: ADMINISTRATOR
Address: 2900 COLUMBUS AVENUE

City: SANDUSKY State: OH Zip: 44870
Phone: (419) 627-7676
FAX: (419) 627-6877
E-Mail: PDANIEL@ERIECOUNTY.OH.GOV

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: RICHARD H JEFFREY
Title: AUDITOR
Address: 247 COLUMBUS AVENUE

City: SANDUSKY State: OH Zip: 44870
Phone: (419) 627-7746
FAX: (419) 627-7740
E-Mail: RJEFFREY@ERIECOUNTY.OH.GOV

5.3 Project Manager

Name: MATT ROGERS, P.E.
Title: PROJECT ENGINEER
Address: 2700 COLUMBUS AVENUE

City: SANDUSKY State: OH Zip: 44870
Phone: (419) 627-7711
FAX: (419) 625-9622
E-Mail: MROGERS@ERIECOUNTY.OH.GOV

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

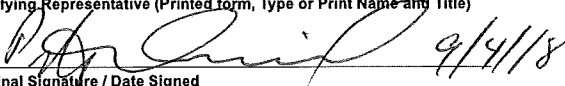
The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

PETE DANIEL, ADMINISTRATOR

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

 9/4/18

CFDA 20.205

AMENDMENT IN ITS ENTIRETY TO THE 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 Erie County acting by and through the ERIE COUNTY ENGINEER'S OFFICE, hereinafter referred to as the LPA, 2700 Columbus Avenue, Sandusky, Ohio 44870.

1. 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 STRUCTURE REPLACEMENT OF BRIDGE P-209, CR 120 (COLUMBUS AVENUE) (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

- 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. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 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.

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3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$1,684,760.00 as set forth in Attachment 1. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$1,908,550.00 in Federal funds, which includes 15 percent Credit Bridge up to a maximum of \$301,350.00. 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 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: www.dot.state.oh.us/drrc/Pages/default.aspx
- 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

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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 www.dot.state.oh.us/CONTRACT. 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 criteria 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.

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- 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

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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. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.

- 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:
*JOHN D. FARSCHMAN, P.E., P.S.
ERIE COUNTY ENGINEER
2700 COLUMBUS AVENUE
SANDUSKY, OHIO 44870
419-627-7714*
- 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

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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.

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, 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, 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, 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 (GFEs)

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 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.

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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:

(1) **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").

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(2) **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, age, or disability, 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.

(3) **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, age, or disability.

(4) **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.

(5) **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:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) 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.

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- 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

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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.

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:

Matthew J. Rogers, P.E.
Erie County Engineer's Office
2700 Columbus Avenue
Sandusky, Ohio 44870

If to ODOT:

Matthew A. Walter, P.E., P.S.
ODOT, District Three, LPA Manager
906 Clark Avenue
Ashland, Ohio 44805

15. GENERAL PROVISIONS

- 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³

¹ Note: If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP 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 associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis 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. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

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4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LAMP Manual of Procedures.

- 15.2 **Financial Reporting and Audit Requirements:** The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 **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:

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁵ Question and Answer guidance can be found at the following web address:
[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%20202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%20202%20CFR%20200%20(latest)%20(2).pdf)

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

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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.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it 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.
- 15.5 *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.
- 15.6 *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.
- 15.7 *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.
- 15.8 *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.
- 15.9 *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.
- 15.10 *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.

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

LPA: ERIE COUNTY

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: [Signature]
Title: ERIE COUNTY ENGINEER

By: [Signature] #69
Jerry Wray
Director

Date: 6-21-2018

Date: 6/25/18

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES			LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100	LNTF	N/A	N/A					N/A			
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100	LNTF	N/A	N/A					N/A			
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100	LNTF	N/A	N/A					N/A			
PROJECT CONSTRUCTION COSTS	\$78,648.00	5	LNTF	\$1,494,312.00	95	4B87				N/A			\$1,572,960.00
INSPECTION	\$5,590.00	5	LNTF	\$106,210.00	95	4B87				N/A			\$111,800.00
TOTALS	\$84,238.00			\$1,600,522.00									\$1,684,760.00

ERI - CR 0120 - 03 23
COUNTY ROUTE SECTION

96885
PID NUMBER

26425
AGREEMENT NUMBER

07777548
DUNS NUMBER

Attachment 2

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 (subrecipient). 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 Erie County 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).

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name: Erie County Engineer's Office
Oaks Vendor ID:
Mailing Address: 2700 Columbus Avenue
Sandusky, Ohio 44870

Approved, ODOT signature

**ERIE COUNTY ENGINEER'S OFFICE
ENGINEER'S ESTIMATE OF COST**

**ERI-CR 120-3.23 PID 96885
BRIDGE P-209 REPLACEMENT
PERKINS TOWNSHIP, ERIE COUNTY**

Item	Quantity	Unit	Description	Unit Price	Total
ROADWAY					
201	1.00	L.S.	Clearing And Grubbing, As Per Plan	\$ 5,000.00	\$ 5,000.00
202	97.00	Ft.	Special-Fill and Plug Existing Conduit	\$ 10.00	\$ 970.00
202	1,171.00	Ft.	Pipe Removed, 24" and Under	\$ 5.50	\$ 6,440.50
202	3.00	Ea.	Catch Basin Removed	\$ 100.00	\$ 300.00
202	26.00	Ft.	Fence Removed	\$ 2.50	\$ 65.00
203	1,946.00	C.Y.	Excavation	\$ 10.00	\$ 19,460.00
203	135.00	C.Y.	Embankment	\$ 25.00	\$ 3,375.00
204	1,163.00	S.Y.	Subgrade Compaction	\$ 2.00	\$ 2,326.00
204	1.00	Hr.	Proof Rolling	\$ 500.00	\$ 500.00
204	100.00	S.Y.	Geotextile Fabric, As Per Plan	\$ 3.00	\$ 300.00
607	37.00	Ft.	Fence, Type CL, As Per Plan	\$ 50.00	\$ 1,850.00
607	10.00	Ft.	Fence Rebuilt, Type CL, As Per Plan	\$ 75.00	\$ 750.00
608	923.00	S.F.	Concrete Walk, 4", As Per Plan	\$ 9.25	\$ 8,537.75
Spec.	1.00	Ea.	Mailbox Support, Single	\$ 150.00	\$ 150.00
			Subtotal		\$ 50,024.25
EROSION CONTROL					
601	669.00	C.Y.	Rock Channel Protection, Type B, With Aggregate Filter	\$ 75.00	\$ 50,175.00
653	55.00	C.Y.	Topsoil, Furnished And Placed	\$ 45.00	\$ 2,475.00
659	971.00	S.Y.	Seeding And Mulching, Class 1	\$ 2.00	\$ 1,942.00
659	0.13	Ton	Commercial Fertilizer	\$ 1,000.00	\$ 130.00
832	1.00	L.S.	Storm Water Pollution Prevention Plan	\$ 4,000.00	\$ 4,000.00
832	10,000.00	Ea.	Erosion Control	\$ 1.00	\$ 10,000.00
			Subtotal		\$ 68,722.00
DRAINAGE					
611	25.00	Ft.	4" Conduit, Type C	\$ 8.00	\$ 200.00
611	25.00	Ft.	6" Conduit, Type C	\$ 10.00	\$ 250.00
611	10.00	Ft.	8" Conduit, Type B	\$ 20.00	\$ 200.00
611	40.00	Ft.	10" Conduit, Type B	\$ 30.00	\$ 1,200.00
611	10.00	Ft.	10" Conduit, Type C	\$ 27.50	\$ 275.00
611	25.00	Ft.	12" Conduit, Type B	\$ 35.00	\$ 875.00
611	12.00	Ft.	12" Conduit, Type C	\$ 32.50	\$ 390.00
611	33.00	Ft.	18" Conduit, Type C	\$ 60.00	\$ 1,980.00
611	102.00	Ft.	24" Conduit, Type C	\$ 85.00	\$ 8,670.00
611	1.00	Ea.	Catch Basin, No. 2-3	\$ 1,250.00	\$ 1,250.00
611	4.00	Ea.	Catch Bason, No. 2-3, As Per Plan	\$ 1,500.00	\$ 6,000.00
			Subtotal		\$ 21,290.00

PAVEMENT					
302	172.00	C.Y.	Asphalt Concrete Base	\$ 150.00	\$ 25,800.00
304	277.00	C.Y.	Aggregate Base	\$ 35.00	\$ 9,695.00
407	77.00	Gal.	Tack Coat (0.08 Gal./S.Y.)	\$ 4.50	\$ 346.50
407	49.00	Gal.	Tack Coat For Intermediate Course (0.05 Gal./S.Y.)	\$ 4.50	\$ 220.50
411	98.00	C.Y.	Stabilized Crushed Aggregate	\$ 75.00	\$ 7,350.00
441	48.00	C.Y.	Asphalt Concrete Intermediate Course, Type 1 (448)	\$ 175.00	\$ 8,400.00
441	34.00	C.Y.	Asphalt Concrete Surface Course, Type 1 (448), PG64-22	\$ 200.00	\$ 6,800.00
452	114.00	S.Y.	8" Non-Reinforced Concrete Pavement, Class QC1	\$ 65.00	\$ 7,410.00
609	368.00	Ft.	Combination Curb And Gutter, Type 2	\$ 22.50	\$ 8,280.00
			Subtotal		\$ 74,302.00
WATER WORK					
611	1.00	Ea.	Manhole Adjusted to Grade (for Water Main), As Per Plan	\$ 500.00	\$ 500.00
638	203.00	Ft.	6" Water Main, PVC Pipe and Fittings, AWWA C-900 DR 18, As	\$ 75.00	\$ 15,225.00
638	197.00	Ft.	12" Water Main, PVC Pipe and Fittings, AWWA C-900 DR 18,	\$ 125.00	\$ 24,625.00
638	82.00	Ft.	6" Water Main, HDPE Pipe and Fittings, DR 11, As Per Plan	\$ 75.00	\$ 6,150.00
638	82.00	Ft.	12" Water Main, HDPE Pipe and Fittings, DR 11, As Per Plan	\$ 125.00	\$ 10,250.00
638	2.00	Ea.	6" Cutting-In Sleeve, Valve, and Valve Box, As Per Plan	\$ 1,500.00	\$ 3,000.00
638	2.00	Ea.	12" Cutting-In Sleeve, Valve, and Valve Box, As Per Plan	\$ 5,650.00	\$ 11,300.00
			Subtotal		\$ 71,050.00
SANITARY WORK					
611	104.00	Ft.	10" Conduit, Type C, For Sanitary, As Per Plan	\$ 75.00	\$ 7,800.00
611	78.00	Ft.	21" Conduit, Type B, For Sanitary, As Per Plan	\$ 175.00	\$ 13,650.00
611	52.00	Ft.	21" Conduit, Type C, For Sanitary, As Per Plan	\$ 150.00	\$ 7,800.00
611	3.00	Ea.	Manhole, No. 3 (for Sanitary), As Per Plan	\$ 5,000.00	\$ 15,000.00
611	2.00	Ea.	Manhole Adjusted to Grade (for Sanitary), As Per Plan	\$ 750.00	\$ 1,500.00
			Subtotal		\$ 45,750.00
TRAFFIC CONTROL					
642	0.12	Mi.	Centerline, Type 1	\$ 5,000.00	\$ 600.00
642	0.12	Mi.	Edge Line, Type 1	\$ 5,000.00	\$ 600.00
642	15.00	Ft.	Channelizing Line, Type 1	\$ 10.00	\$ 150.00
646	233.00	Ft.	Transverse/Diagonal Line, White	\$ 7.50	\$ 1,747.50
646	3.00	Ea.	Lane Arrow	\$ 250.00	\$ 750.00
			Subtotal		\$ 3,847.50
STRUCTURES OVER 20' SPAN					
202	1.00	L.S.	Structure Removed, Over 20' Span, As Per Plan	\$ 17,500.00	\$ 17,500.00
503	1.00	L.S.	Cofferdams and Excavation Bracing	\$ 10,000.00	\$ 10,000.00
503	1.00	L.S.	Unclassified Excavation Including Rock	\$ 35,000.00	\$ 35,000.00
509	68,289.00	Lbs.	Epoxy Coated Reinforcing	\$ 1.00	\$ 68,289.00
511	162.00	C.Y.	Class QC 1 Concrete, Footing, with QC/QA	\$ 300.00	\$ 48,600.00
511	175.00	C.Y.	Class QC 1 Concrete, Abutment Not Including Footing, with	\$ 600.00	\$ 105,000.00
511	263.00	C.Y.	Class QC 2 Concrete, Bridge Deck, with QC/QA	\$ 575.00	\$ 151,225.00
512	578.00	S.Y.	Sealing of Concrete Surfaces (Epoxy Urethane)	\$ 25.00	\$ 14,450.00
512	291.00	S.Y.	Sealing of Concrete Surfaces (Non-Epoxy Urethane)	\$ 25.00	\$ 7,275.00

512	16.00	S.Y.	Type 2 Waterproofing	\$ 25.00	\$ 400.00
515	17.00	Ea.	Prestressed Concrete Composite Box Beam Bridge Members, Level 1, CB33-48	\$ 24,000.00	\$ 408,000.00
515	1.00	Ea.	Prestressed Concrete Composite Box Beam Bridge Members, Level 1, CB33-36	\$ 22,500.00	\$ 22,500.00
516	283.00	S.F.	2" Preformed Expansion Joint Filler	\$ 11.25	\$ 3,183.75
516	72.00	Ea.	Elastomeric Bearing Pad with Internal Laminates Only (Neoprene)	\$ 125.00	\$ 9,000.00
516	54.00	Ea.	1/8" Preformed Bearing Pad	\$ 25.00	\$ 1,350.00
516	47.00	S.Y.	Semi-Integral Abutment Expansion Joint Seal, As Per Plan	\$ 25.00	\$ 1,175.00
517	238.00	Ft.	Railing (Combination Texas Classic Type C411), As Per Plan	\$ 150.00	\$ 35,700.00
517	32.00	Ft.	Railing (Combination Texas Classic Type C411 for Plaza), As Per Plan	\$ 200.00	\$ 6,400.00
518	90.00	C.Y.	Porous Backfill with Filter Fabric, As Per Plan	\$ 47.50	\$ 4,275.00
518	198.00	Ft.	6" Pipe, 707.41, Including Specials	\$ 13.00	\$ 2,574.00
518	84.00	Ft.	6" Pipe, 707.45, Including Specials	\$ 15.50	\$ 1,302.00
526	400.00	S.Y.	Reinforced Concrete Approach Slabs with QC/QA (T=15"), As	\$ 225.00	\$ 90,000.00
526	141.00	Ft.	Type A Installation	\$ 135.00	\$ 19,035.00
530	1.00	L.S.	Special - Structural Survey and Vibration Monitoring	\$ 7,500.00	\$ 7,500.00
530	2.00	Ea.	Special - Structure Misc.: Bridge Plaque, As Per Plan	\$ 2,500.00	\$ 5,000.00
846	59.00	C.F.	Polymer Modified Asphalt Expansion Joint System	\$ 275.00	\$ 16,225.00
			Subtotal		\$ 1,090,958.75
			MAINTAINING TRAFFIC		
502	1.00	L.S.	Structure for Maintaining Traffic, As Per Plan	\$ 107,040.00	\$ 107,040.00
608	1,491.00	S.F.	Temporary Walk, As Per Plan	\$ 7.50	\$ 11,182.50
614	1.00	L.S.	Maintaining Traffic	\$ 12,000.00	\$ 12,000.00
			Subtotal		\$ 130,222.50
			MISCELLANEOUS		
103.05	1.00	L.S.	Premium For Contract Performance And Maintenance Bond	\$ 10,833.00	\$ 10,833.00
619	6.00	Mo.	Field Office, Type B	\$ 500.00	\$ 3,000.00
623	1.00	L.S.	Construction Layout Stakes, As Per Plan	\$ 15,000.00	\$ 15,000.00
624	1.00	L.S.	Mobilization	\$ 25,000.00	\$ 25,000.00
			Subtotal		\$ 53,833.00

CONSTRUCTION COST ESTIMATE	\$ 1,610,000.00
PRELIMINARY ENGINEERING	\$ -
FINAL DESIGN	\$ 25,000.00
RIGHT-OF-WAY (INCLUDING UTILITY RELOCATIONS)	\$ 50,000.00
PERMITS, ADVERTISING, LEGAL:	\$ 2,000.00
CONSTRUCTION ADMINISTRATION (INSPECTION, TESTING, AND CONSTRUCTION ENGINEERING)	\$ 161,000.00

TOTAL PROJECT COST **\$ 1,848,000.00**

Certification:

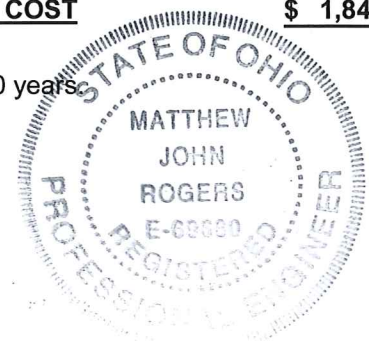
I hereby certify that the estimated useful life of the above-referenced improvements is 50 years.

Certified by:

Date:



08-29-2018



RESOLUTION NO. 18-350

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF AUTHORIZING THE COUNTY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION AND TO EXECUTE CONTRACTS AS REQUIRED FOR PROJECTS PROPOSED BY THE ERIE COUNTY ENGINEER

The Board of County Commissioners of Erie County, Ohio, met this 6th day of September, 2018, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and William J. Monaghan.

Mr. Monaghan introduced the following resolution and moved its adoption.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:

THAT, this Board hereby authorizes the County Administrator to submit an Ohio Public Works Commission application for the Haber Road V-105 bridge replacement, Columbus Avenue P-209 bridge replacement, and the Perkins Avenue resurfacing project, for the Erie County Engineer, and to execute contracts; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Monaghan, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

Adopted: September 6, 2018

CERTIFICATE

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #215.

Carolyn L. Hauenstein Clerk
Board of County Commissioners
of Erie County, Ohio

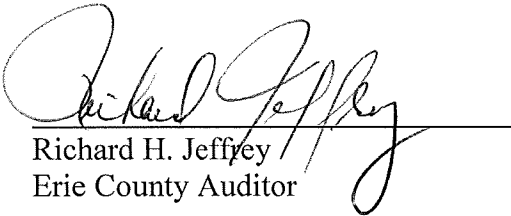
Approved by County Administrator

Peter S. Daniel
Peter S. Daniel

FISCAL OFFICER'S CERTIFICATE

I, Richard H. Jeffrey, Auditor of Erie County, hereby certify that Erie County has the amount of \$90,000 in the Motor Vehicle and Gas Tax Fund account and that this amount will be used to pay the local share for the Columbus Avenue Structure P-209 Replacement project when it is required.

Signed this 30th day of August, 2018.


Richard H. Jeffrey
Erie County Auditor

Revised: April 17, 2018

**DISTRICT 5
CAPITAL IMPROVEMENT PROJECTS
QUESTIONNAIRE
ROUND 33**

Name of Applicant: ERIE COUNTY ENGINEER'S OFFICE

Project Title: COLUMBUS AVE STRUCTURE P-209 REPLACEMENT

The following questions are to be answered for each application submitted for State Issue II SCIP, LTIP and Loan Projects. Please provide specific information using the best documentation available to you. Justification of your responses to these questions will be required if your project is selected for funding, so please provide correct and accurate responses. **Communities and Townships under 5,000 in population should also complete the Small Government Criteria.**

1. What percentage of the project in repair A= 0 %, replacement B=100%, expansion C= 0 %, and new D= 0 %? (Use dollar amounts of project to figure percentages and make sure the total equals one hundred(100) percent) A+B= 100% C+D= 0 %

Repair/Replacement = Repair or Replacement of public facilities owned by the government (any subdivision of the state).

New/Expansion = Replacement of privately owned wells, septic systems, private water or wastewater systems, etc.

2. Give the physical condition rating:

Closed or Not Operating: The condition is unusable, dangerous and unsafe. The primary components have failed. The infrastructure is not functioning at all.

Critical: The condition is causing or contributing to a serious non-compliance situation and is threatening the intended design level of service. The infrastructure is functioning at seriously diminished capacity. Imminent failure is anticipated within 18 months. Repair and/or replacement is required to eliminate the critical condition and meet current design standards. **(For Road Projects structural repair items would represent a minimum of 25% of the total Project Cost).**

Poor: The condition is substandard and requires repair/replacement in order to return to the intended level of service and comply with current design standards. Infrastructure contains a major deficiency and is functioning at a diminished capacity.

Fair: The condition is average, not good or poor. The infrastructure is still functioning as originally intended. Minor deficiencies exist requiring repair to continue to function as originally intended and/or to meet current design standards.

Good: The condition is safe and suitable to purpose. Infrastructure is functioning as originally intended, but requires minor repairs and/or upgrades to meet current design standards.

Excellent: The condition is new, or requires no repair. Or, no supporting documentation has been submitted.

* **In order to receive points provide supporting documentation (e.g. photos, a narrative, maintenance history, or third party findings) to justifying the rating.**

3. If the proposed project is not approved what category would best represent the impact on the general health and/or public safety?

ROADS

Extremely Critical: Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Major Access Road.*

Critical: Resurfacing, Restoration and Rehabilitation (3R) of a Major Access Road.*

Major: Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Minor Access Road.*

Moderate: Resurfacing, Restoration and Rehabilitation (3R) of a Minor Access Road.*

Minimal: Preventative Maintenance of a Major Access Road.

No Impact: Preventative Maintenance of a Minor Access Road.

Projects that have a variety of work will be scored in the LOWEST category of work contained in the Construction Estimate.

Road/Street Classifications:

Major Access Road: Roads or streets that have a dual function of providing access to adjacent properties and providing through or connecting service between other roads.

Minor Access Road: Roads or streets that primarily provide access to adjacent properties without through continuity, such as cul-de-sacs or loop roads or streets.

Preventative Maintenance: Non Structural Pavement work such as chip sealing, cape sealing, microsurfacing, crack sealing, etc.

* (3R) Resurfacing, Restoration and Rehabilitation - Improvements to existing roadways, which have as their main purpose, the restoration of the physical features (pavement, curb, guardrail, etc.) without altering the original design elements.

* (4R) Resurfacing, Restoration, Rehabilitation and Reconstruction - Much like 3R, except that 4R allows for the complete reconstruction of the roadway and alteration of certain design elements (i.e., lane widths, shoulder

width, SSD, etc.).

BRIDGES SUFFICIENCY RATING

- Extremely Critical: 0-25, or a General Appraisal rating of 3 or less.
- Critical: 27-50, or a General Appraisal rating of 4.
- Major: 51-65 or a General Appraisal rating of 5 or 6.
- Moderate: 66-80 or a General Appraisal rating of 7.
- Minimal: 81-100 or a General Appraisal rating of more than 7.
- No Impact: Bridge on a new roadway.

WASTEWATER TREATMENT PLANTS

- Extremely Critical: Environmental Protection Agency (EPA) orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.
- Critical: Improvements ordered by the Environmental Protection Agency (EPA) in the form of NPDES Orders.
- Major: Replace deficient appurtenances. Update existing processes due to EPA recommendations.
- Moderate: Increase capacity to meet current needs or update processes to improve effluent quality.
- Minimal: New/Expansion project to meet a specific development proposal.
- No Impact: New/Expansion to meet future or projected needs.

WATER TREATMENT PLANT

- Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order.
- Critical: Improvements to meet Environmental Protection Agency (EPA) Safe Drinking Water Regulations and/or NPDES Orders.
- Major: Replace deficient appurtenances. Update existing processes due to EPA recommendations.
- Moderate: Increase capacity to meet current needs or update processes to improve water quality.
- Minimal: New/Expansion project to meet a specific development proposal.
- No Impact: New/Expansion to meet future or projected needs.

COMBINED SEWER SEPARATIONS (May be construction of either new storm or sanitary sewer as long as the result is two separate sewer systems.)

- Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.
- Critical: Separate, due to chronic backup or flooding in basements.
- Major: Separate, due to documented water quality impairment, or due to EPA recommendations.
- Moderate: Separate, due to specific development proposal within or upstream of the combined system area.
- Minimal: Separate, to conform to current design standards.
- No Impact: No positive health effect.

STORM SEWERS

- Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order.
- Critical: Chronic flooding (structure damage).
- Major: Inadequate capacity (land damage).
- Moderate: Inadequate capacity with no associated damage.
- Minimal: New/Expansion to meet current needs.
- No Impact: New/Expansion to meet future or project needs.

CULVERTS

- Extremely Critical: Structurally deficient or functionally obsolete. Deterioration has already caused a safety Critical: hazard to the public.
- Critical: Inadequate capacity with land damage and the existing or high probability of property damage.
- Major: Inadequate capacity (land damage).
- Moderate: Inadequate capacity with no associated damage.
- Minimal: New/Expansion to meet current needs.
- No Impact: New/Expansion to meet future or projected needs.

SANITARY SEWERS

- Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.
- Critical: Replace, due to chronic pipe failure, chronic backup or flooding in basements. Improvements ordered by the Environmental Protection Agency (EPA) in the form of NPDES Orders.
- Major: Replace, due to inadequate capacity or infiltration, or due to EPA recommendations.
- Moderate: Rehabilitate to increase capacity to meet current needs or to reduce inflow and infiltration.
- Minimal: New/Expansion project to meet a specific development proposal.
- No Impact: New/Expansion to meet future or projected needs.

SANITARY LIFT STATIONS AND FORCE MAINS

- Extremely Critical: Structurally deficient. Deterioration has already caused a safety/health hazard to the public, or, EPA orders in the form of a consent decree, findings and orders or court order.
- Critical: Inadequate capacity with actual or a high probability of property damage. Improvements ordered by the Environmental Protection Agency (EPA) in the form of NPDES Orders.
- Major: EPA recommendations, or, reduces a probable health and/or safety problem.
- Moderate: Rehabilitate to increase capacity to meet current needs.
- Minimal: New/Expansion to meet a specific development proposal.
- No Impact: New/Expansion to meet future or projected needs.

WATER PUMP STATIONS

- Extremely Critical: Structurally deficient. Deterioration has already caused a safety hazard to the public, or, EPA orders in the form of a consent decree, findings and orders or court order.
- Critical: Inadequate capacity with the inability to maintain pressure required for fire flows.
- Major: Replace due to inadequate capacity or EPA recommendations.
- Moderate: Rehabilitate to increase capacity to meet current needs.

Minimal: New/Expansion to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

WATER LINES/WATER TOWERS

Extremely Critical: Solve low water pressure or excessive incidents of main breaks in project area.

Critical: Replace, due to deficiency such as excessive corrosion, etc.

Major: Replace undersized water lines as upgrading process.

Moderate: Increase capacity to meet current needs.

Minimal: New/Expansion project to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

OTHER

Extremely Critical: There is a present health and/or safety threat.

Critical: The project will provide immediate health and/or safety benefit.

Major: The project will reduce a probable health and/or safety problem.

Moderate: The project will delay a health and/or safety problem.

Minimal: A possible future health and/or safety problem mitigation.

No Impact: No health and/or safety effect.

NOTE: Combined projects that can be rated in more than one subset may be rated in the other category at the discretion of the District 5 Executive Committee. In general, the majority of the cost or scope of the project shall determine the category under which the project will be scored.

(Submittals without supporting documentation will receive 0 Points for this question.)

Extremely Critical ____, Critical ____, Major X, Moderate ____, Minimal ____, No Impact ____ . Explain your answer.

Bridge sufficiency rating of 51-65, or a General Appraisal rating of 5 or 6.

(Additional narrative, charts and/or pictures should be attached to questionnaire)

permanently lost? Yes ___ No X. If yes, how many jobs _____ **will be created/retrained** within 18 months **following the completion of the improvements?**

(Supporting documentation in the form of letter from affected industrial or commercial enterprises that specify full time equivalent jobs that will be retained or created directly by the installation or improvement of Public infrastructure. Additional items such as; 1) newspaper articles or other media news accounts, 2) public meeting minutes, and/or 3) a letter from the County Economic Development Director or State of Ohio Economic Development Professional that alludes to the requirement for the infrastructure improvement to support the business. Submittals without supporting documentation will receive 0 points for this question.)

8. What is the total number of existing users that will directly benefit from the proposed project if completed? 12,312 (Use households served, traffic counts, etc. and explain the basis by which you arrived at your number.)

9. Is subdivision's population less than 5,000 Yes ___ No X
If yes, continue. You may want to design your project per Small Government Project Evaluation Criteria, released for the current OPWC Round to assist in evaluating your project for potential Small Government Funding. The Small Government Criteria is available on the OPWC website at <http://www.pwc.state.oh.us/Meth.SG.PDF> If No, skip to Question 11.

10. **OHIO PUBLIC WORKS COMMISSION SMALL GOVERNMENT PROGRAM GUIDELINES**

All projects that are sponsored by a subdivision with a population of 5,000 or less, and not earning enough points for District Funding from SCIP or LTIP Funds, are then rated using the Small Government Program Rating Criteria for the corresponding funding round. In order to be rated the entity must submit the Small Government Supplement and their required budgets with their application.

Only infrastructure that is village- or township- owned is eligible for assistance. The following policies have been adopted by the Small Government Commission:

- District Integrating Committees may submit up to seven (7) applications for consideration by the Commission. All 7 must be ranked, however, only the top five (5) will be scored. The remaining two (2) will be held as contingency projects should an application be withdrawn.
- Grants are limited to \$500,000. Any assistance above that amount must be in the form of a loan.
 - Grants for new or expanded infrastructure cannot exceed 50% of the project estimate.
- The Commission may deny funding for water and sewer systems that are deemed to be more

cost-effective if regionalized.

• If a water or sewer project is determined to be affordable, the project will be offered a loan rather than a grant. Pay special attention to the **Water & Wastewater Affordability Supplemental and the Small Government Water & Wastewater Affordability Calculation Worksheet. Both are available on the Small Government Program Tab at <http://www.pwc.state.oh.us/SmallGovernment.html>**

• Should there be more projects that meet the “annual score” than there is funding, the tie breaker is those projects which scored highest under Health & Safety, with the second tie breaker being Condition. If multiple projects have equivalent Health & Safety and Condition scores they are arranged according to the amount of assistance from low to high. Once the funded projects are announced, “contingency projects” may be funded from project under-runs by continuing down the approved project list.

• Supplemental assistance is not provided to projects previously funded by the Commission.

• Applicants have 30 days from receipt of application by OPWC without exception to provide additional documentation to make the application more competitive under the Small Government criteria. Applications will be scored after the 30-day period has expired. The applicants for each District's two (2) contingency projects will have the same 30-day period to submit supplemental information but these applications will not be scored unless necessary to do so. **It is each applicant's responsibility for determining the need for supplemental material. The applicant will not be asked for or notified of missing information unless the Commission has changed the project type and it affects the documentation required. Important information may include, but is not limited to: age of infrastructure, traffic counts or utility users, median income information, user rates ordinances, and the Auditor's Certificate of Estimated Revenues or documentation from the Auditor of State that subdivision is in a state of fiscal emergency.**

If you desire to have your Round 33 project considered for Small Government Funding please download the Small Government Evaluation Criteria applicable to Round 33 by accessing the OPWC Website at <http://www.pwc.state.oh.us/Meth.SG.PDF>. Please complete the Small Government Evaluation Criteria and attach all required supporting documentation and attach it to the District 5 Questionnaire for Round 32.

11. MANDATORY INFORMATION, DISTRICT 5, DISCRETIONARY RANKING POINTS

List all specific user fees: Amount or
ROAD & BRIDGE PROJECTS: (OHIO REVISED CODE) Percentage

Permissive license fee	4504.02 or 4504.06	<u>\$5.00</u>
	4504.15 or 4504.17	<u>\$5.00</u>
	4504.16 or 4504.171	<u>\$5.00</u>
	4504.172	_____
	4504.18	_____
Special property taxes	5555.48	_____
	5555.49	_____

Municipal Income Tax _____

County Sales Tax 1% (\$16,142,194)

Others LODGING TAX - 4% (5,459,583)

CONVEYANCE FEE - \$\$4.00 PER \$1,000 (\$266,925)

(DO NOT INCLUDE SCHOOL TAXES)

SPECIFIC PROJECT AREA INFORMATION.

Median household income \$48,204

Monthly utility rate: Water \$29.24

Sewer \$32.62

Other _____

List any special user fees or assessment (be specific)

LICENSES - \$806,811

GASOLINE - \$1,569,535

AUTO REGISTRATION - \$1,818,957

POLITICAL SUBDIVISION= ERIE COUNTY

COUNTY= ERIE

DISCRETIONARY POINTS (BY DISTRICT COMMITTEE ONLY)= _____

(25-20-15)

Date: 09-07-2018

Signature: 

Title: Project Engineer

Address: 2700 Columbus Avenue, Sandusky, Ohio 44870

Phone: 419-627-7711

FAX: 419-625-9622

Email: mrogers@eriecounty.oh.gov

District 5

Capital Improvement Project

Priority Rating Sheet, Round 33

Revised 04/17/18

COUNTY: Erie		PROJECT NUMBER														
PROJECT: Columbus Ave. Str. P-209																
EST. COST: \$1,848,000																
No.	"A" WEIGHT FACTOR	CRITERIA TO BE CONSIDERED	"B" PRIORITY FACTORS					"A" x "B"	Priority Factors					No.		
			0	2	4	6	8		10	0	2	4	6		8	10
1	1	(Repair or Replace) vs. (New or Expansion)	0	2	4	6	8	10	10	0% + Repair or Replacement	20% + Repair or Replacement	40% + Repair or Replacement	60%+ Repair or Replacement	80%+ Repair or Replacement	100%+ Repair or Replacement	1
2	1.5	Existing Physical Condition: Must submit substantiating documentation and CIR (100% New or Expansion = 0 Points)	0	2	4	6	8	10	9	Excellent	Good	Fair	Poor	Critical	Closed or Not Operating	2
3	2	Public Health and/or Public Safety Concerns Submittals without supporting documentation will receive 0 points for this question	0	2	4	6	8	10	12	No Impact	Minimal	Moderate	Major	Critical	Extremely Critical	3
4	2	Percentage of Local Share (Local funds are funds derived from the applicant budget or a loan to be paid back through the applicant budget, assessments, rates or tax revenues)	0	2	4	6	8	10	0	0%+	10%+	20%+	30%+	40%+	50%+	4
5	1	OTHER FUNDING SOURCES (Excluding Issue II Funds) (Grants and other revenues not contributed or collected through taxes by the applicant; including Gifts, Contributions, etc. - must submit copy of award or status letter.)	0	2	4	6	8	10	10	0%+	10%+	20%+	30%+	40%+	50%+	5
No.	"A" WEIGHT FACTOR	CRITERIA TO BE CONSIDERED	"B" PRIORITY FACTORS					"A" x "B"	Priority Factors					No.		
			-9	-8	0	8	9		10							
6	2	OPWC Grant and Loan Funding Requested; Please refer to Item 6 on Questionnaire for Clarification.	-9	-8	0	8	9	10	20	Grant or Loan Only \$500,001	\$400,001 to	\$325,001	\$275,001	\$175,001	\$175,000 or less	6
	2		-9	-8	0	8	9	10		Grant/Loan Combination \$750,000	\$600,001 to	\$487,501 to	\$412,501 to	\$262,501 to	\$262,500 or less	6
When scoring a project that is only grant or only loan, please use the chart labeled "Grant or Loan Only". When scoring a grant/loan combination, score the project for the grant in the first chart, then use the second chart labeled "Grant/Loan Combination" to score the total (grant and loan combined). Use the lower of the two as the score.																
No.	"A" WEIGHT FACTOR	CRITERIA TO BE CONSIDERED	"B" PRIORITY FACTORS					"A" x "B"	Priority Factors					No.		
			0	2	4	6	8		10	0	2	4	6		8	10
7	1	Will the Proposed Project Create Permanent jobs or retain jobs that would otherwise be permanently lost (Written Documentation Required)	0	2	4	6	8	10	0	0+ jobs	7+ jobs	15+ jobs	25+ jobs	50+ jobs	100+ jobs	8
8	1	Benefits to Existing Users such as households, (Equivalent dwelling units), traffic Counts, etc.	0	2	4	6	8	10	10	0+	100+	350+	500+	750+	1000+	9
9		SUBTOTAL RANKING POINTS (MAX. = 115)						71	Other Info: Does this project have a significant impact on productive farmland? YES NO Attach impact statement if yes. Is the Applicant ready to proceed to bids after State Approval within 6 months? YES NO							
10		COUNTY PRIORITY POINTS (25-2015)														
11		DISCRETIONARY POINTS (BY DISTRICT ONLY) (MAX = 12)														
12		GRAND TOTAL RANKING POINTS														

* Applicants must certify local share contribution. Specify, all funding sources to be utilized as local share at the time of application submittal.

2018 Ohio Public Works Commission Bridge Application



Columbus Ave. Structure P-209.
General view looking to west. Bridge is on Columbus Ave. south of Perkins Ave. and spans Pipe Creek.



Columbus Ave. Structure P-209.
General view of bridge. Bridge is a two-span filled spandrel masonry arch (total span 40').



Columbus Ave. Structure P-209.
Leakage through stone block joints leading to deterioration and loss of mortar.



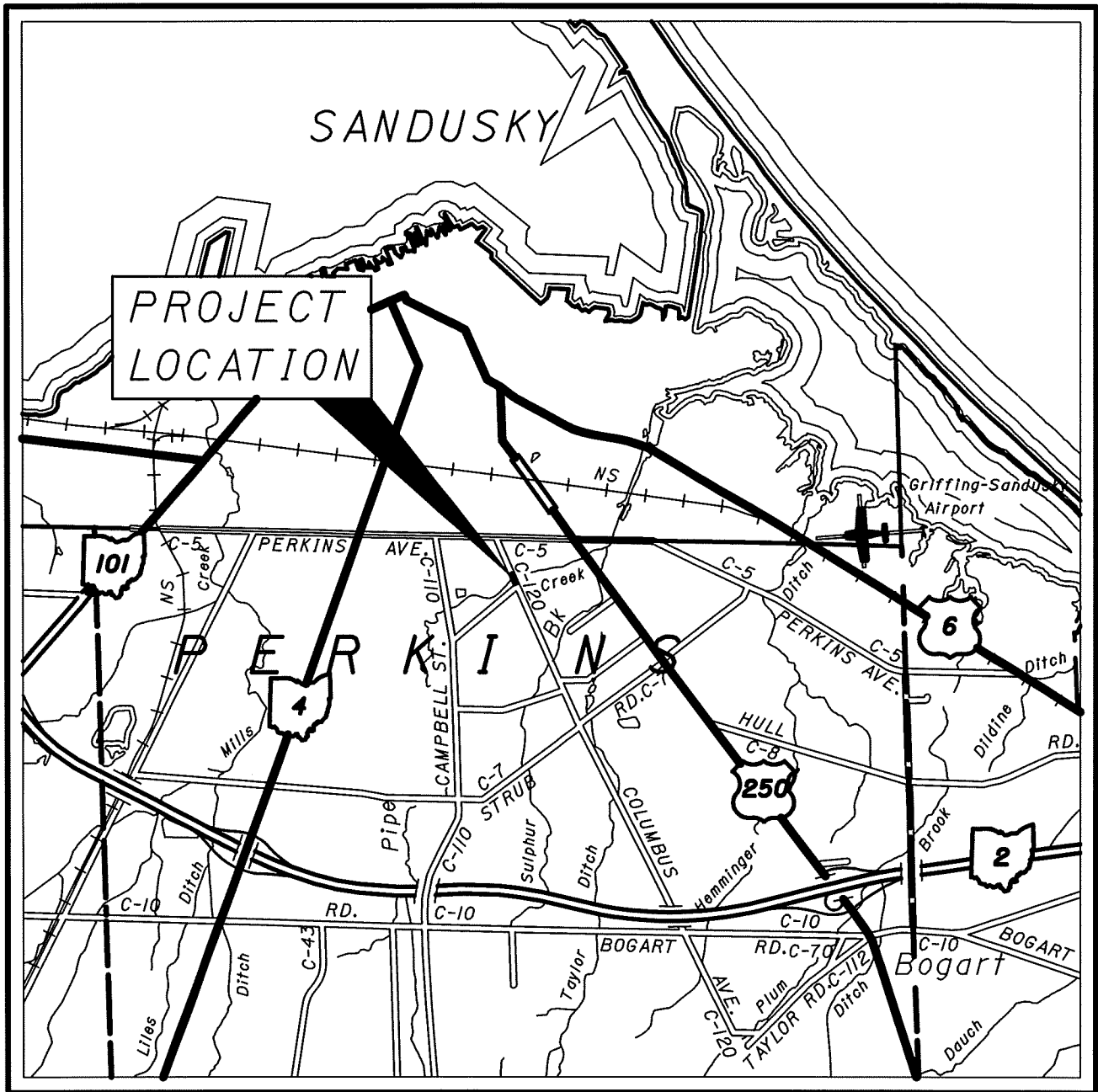
Columbus Ave. Structure P-209.
Deterioration of block joints and mortar loss. Pneumatically applied concrete placed on some faces in the 1980s in an effort to slow joint deterioration.



Columbus Ave. Structure P-209.
Deterioration of stone blocks on structure interior.



Columbus Ave. Structure P-209.
Deterioration of stone at storm sewer outlet on interior of arch span.

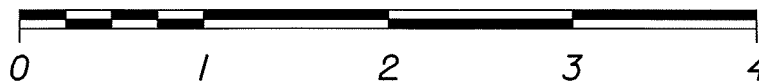


LOCATION MAP

LATITUDE: 41°25'44.34"

LONGITUDE: 81°42'44.51"

SCALE IN MILES

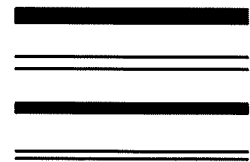


PORTION TO BE IMPROVED -----

INTERSTATE & DIVIDED HIGHWAYS -----

UNDIVIDED STATE & FEDERAL ROUTES -----

OTHER ROADS -----



**Nu-Metrics Traffic Analyzer Study
 Computer Generated Summary Report
 City: PERKINS TWP
 Street: COLUMBUS AVE AT PIPE CREEK**

A study of vehicle traffic was conducted with HI-STAR unit number 7033. The study was done in the NB & SB lane at COLUMBUS AVE AT PIPE CREEK in PERKINS TWP, OH in ERIE county. The study began on Aug/29/2018 at 09:00:00 AM and concluded on Aug/30/2018 at 09:00:00 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 12312 vehicles passed through the location with a peak volume of 293 on Aug/29/2018 at [17:00-17:15] and a minimum volume of 4 on Aug/30/2018 at [02:15-02:30]. The AADT count for this study was 12,312.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 38 MPH with 2.05% vehicles exceeding the posted speed of 45 MPH. The HI-STAR found 0.26 percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 44.02 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >					
5	35	89	162	433	2180	4873	3300	940	185	34	20	7	4	1					

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 0 which represents 0 percent of the total classified vehicles. The number of Vans & Pickups in the study was 11213 which represents 91 percent of the total classified vehicles. The number of Busses & Trucks in the study was 0 which represents 0 percent of the total classified vehicles. The number of Tractor Trailers in the study was 1055 which represents 0 percent of the total classified vehicles.

< to 21	22 to 39	40 to 49	50 to 59	60 to 69	70 to 79	80 to 139	140 to >												
11213	1013	26	10	3	3	0	0												

CHART 2

HEADWAY

During the peak traffic period, on Aug/29/2018 at [17:00-17:15] the average headway between vehicles was 3.061 seconds. During the slowest traffic period, on Aug/30/2018 at [02:15-02:30] the average headway between vehicles was 180 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 76.00 and 121.00 degrees F.

STATE OF OHIO DEPARTMENT OF TRANSPORTATION BRIDGE INSPECTION FIELD REPORT

Structure File Number: 2231174

Inventory Bridge Number: ERI C0120 03.230

Bridge Type: 5 - STONE/9 - CULVERT/5 - FILLED

Sufficiency Rating: 83.3

Date Built: 7/1/1887

District: 03 Place Code (FIPS): PERKINS TWP

COLUMBUS AVE CR120 over COLUMBUS AVE-PIPE Type of Service on: HIGHWAY

APPROACH ITEMS

- c1. Approach Wearing Surface (EA)
- c2. Approach Slabs (SF)
- c3. Relief Joint (LF)
- c4. Embankment (EA) d
- c5. Guardrail (EA)
- N36. Safety Features: Tr, Gr, Tm
- c6. Approach Summary

QTY.	condition state				cr
	1	2	3	4	TR
2					1
2					1
0.0					2
36)B <u> </u> N 36)C <u> </u> 0 36)D <u> </u> 0					(9-0) 7

DECK ITEMS

- c7.1 Floor/Slab (SF)
- c7.2 Edge of Floor/Slab (LF)
- c8. Wearing Surface (SF)
- c9. Curb/Sidewalk/Walkway (LF)
- c10. Median (LF)
- c11. Railing (LF)
- N36. Safety Features: Rail
- c12. Drainage (EA) d
- c13. Expansion Joint (LF) d
- N58. Deck Summary

QTY.	condition state				cr
	1	2	3	4	TR
36)A <u> </u> N					
0.0					(9-0) N

SUPERSTRUCTURE ITEMS

- c14. Alignment (EA) d
- c15.1 Beams/Girders (LF)
- c15.2 Slab (SF)
- c16. Diaphragm/X-Frames (EA)
- c17. Stringers (LF)
- c18. Floorbeams (LF)
- c19. Truss Verticals (EA)
- c20. Truss Diagonals (EA)
- c21. Truss Upper Chord (EA)
- c22. Truss Lower Chord (EA)
- c23. Truss Gusset Plate (EA) d
- c24. Lateral Bracing (EA)
- c25. Sway Bracing (EA)
- c26. Bearing Devices (EA) d
- c27. Arch (LF)
- c28. Arch Column/Hanger (EA)
- c29. Arch Spandrel Walls (LF)
- c30. Prot. Coating System (LF) d
- c31. Pins/Hangers/Hinges (EA) d
- c32. Fatigue (LF) d
- N59. Superstructure Summary

QTY.	condition state				cr
	1	2	3	4	TR
(9-0)					N

SUBSTRUCTURE ITEMS

- c33. Abutment Walls (LF)
- c34. Abutment Caps (LF)
- c35. Abut. Columns/Bents (EA)
- c36. Pier Walls (LF)
- c37. Pier Caps (LF)
- c38. Pier Columns/Bents (EA)
- c39. Backwalls (LF)
- c40. Wingwalls (EA)
- c42. Scour (EA) d
- c43. Slope Protection (EA) d
- N60. Substructure Summary

QTY.	condition state				cr
	1	2	3	4	TR
(9-0)					N

CULVERT ITEMS

- c44. General (LF)
- c45. Alignment (LF) d
- c46. Shape (LF) d
- c47. Seams (LF) d
- c48. Headwall/Endwall (LF)
- c49. Scour (LF) d
- c50. Abutments (LF)
- N62. Culvert Summary

QTY.	condition state				cr
	1	2	3	4	TR
99					2
99					1
0.0					1
0.0					2
2					1
99					(9-0) 6

CHANNEL ITEMS

- c51. Alignment (LF) d
- c52. Protection (LF) d
- c53. Hydraulic Opening (EA) d
- c54. Navigation Lights (EA) d
- N61. Channel Summary

QTY.	condition state				cr
	1	2	3	4	TR
200.0					1
200.0					1
1					1
(9-0)					7

SIGN/UTILITY ITEMS

- c55. Signs (EA) d
- c56. Sign Supports (EA) d
- c57. Utilities (LF) d
- General Appraisal
- N41. Operating Status

QTY.	condition state				cr
	1	2	3	4	TR
0.0					3
(9-0)					6
					A

Inspector Name Rogers, Matthew
 Inspection Date/Type 12/05/2017 Routine
 PE Number 69680
 Reviewer Name Rogers, Matthew
 Review Date 01/16/2018
 PE Number 69680

STATE OF OHIO DEPARTMENT OF TRANSPORTATION
BRIDGE INSPECTION FIELD REPORT

Structure File Number: 2231174

Inventory Bridge Number: ERI C0120 03.230

Bridge Type: 5 - STONE/9 - CULVERT/5 - FILLED

Sufficiency Rating: 83.3

Date Built: 7/1/1887

District: 03 Place Code (FIPS): PERKINS TWP

COLUMBUS AVE CR120 over COLUMBUS AVE-PIPE Type of Service on: HIGHWAY

Key: "Qty" = Quantity for Element Level inspection; "(LF)" = Linear Feet; "(SF)" = Square Feet; "(EA)" = Each or count; "CR" = 1-4 Condition Rating or average of worst span unless Summary item 9-0, then the average of entire bridge influenced by the bold boxes; "TR" = Transition Rating or weighted average of condition slates; "d" = dedicated or specific chart and guidance, all others use Material specific chart/guidance; "c" = condition prefix; "N" = NBIS rating

Inspection Procedures

Comments

APPROACH

c1. Approach Wearing Surface

Moderate cracking.

c5. Guardrail

Pedestrian railing missing some boards.

CULVERT

c44. General

Some mortar loss.
Some stones split.
Leakage through block joints.

c48. Headwall/Endwall

Some mortar loss.
Some stones split.