

First Reading: January 15, 2015  
Second Reading: dispensed

**RESOLUTION 2015- 08**

**A RESOLUTION DETERMINING TO IMPROVE ROADS IN SYCAMORE TOWNSHIP BY INSTALLING A FIBER OPTIC INTERCONNECT SYSTEM WITHIN SYCAMORE TOWNSHIP, AUTHORIZING A CONTRACT WITH TEC ENGINEERING, INC. FOR THE SYCAMORE TOWNSHIP INTERCONNECT PROJECT, AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Township Trustees is desirous of making improvements to roads in the Township by making fiber optic interconnections within Sycamore Township for connection to all traffic signals, PTZ Cameras, and for wireless in all Township maintained parks and buildings and interconnection between buildings (the "Sycamore Township Interconnect Project"); and

**WHEREAS**, the Board of Township Trustees desires to contract for engineering services and, in cooperation with the Hamilton County Engineer has followed the procedure set forth in Ohio Revised Code for selection of an engineering firm for the Sycamore Township Interconnect Project; and

**WHEREAS**, the Board of Township Trustees desires determine to proceed with the fiber optic improvements and to contract with TEC Engineering, Inc. for engineering services for the Sycamore Township Interconnect Project;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** The Board determines to make improvements to roads in the Township by making fiber optic interconnections within Sycamore Township for connection to all traffic signals, PTZ Cameras, and for wireless in all Township maintained parks and buildings and interconnection between buildings (the "Sycamore Township Interconnect Project"). The Township Administrator is authorized and directed to contract with TEC Engineering, Inc. to provide the engineering for the Sycamore Township Interconnect Project as set forth in the proposal prepared by the Township and the Hamilton County Engineer for the project.

**SECTION 2.** The contract, in substantially the same form as the attached Professional Services Agreement is hereby approved and the Township Administrator is authorized and directed to execute the Professional Services Agreement on behalf of the Board.

**SECTION 3.**

The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.


**SECTION 4.**

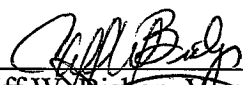
This Resolution shall take effect immediately.

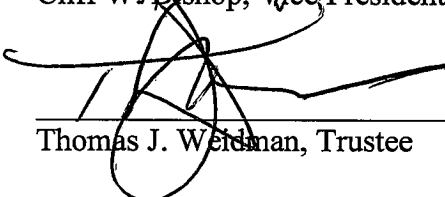
**VOTE RECORD:**

Mr. Bishop Yes      Mr. Connor Yes      Mr. Weidman Yes

**PASSED** at the meeting of the Board of Trustees this 15<sup>th</sup> day of January, 2015.

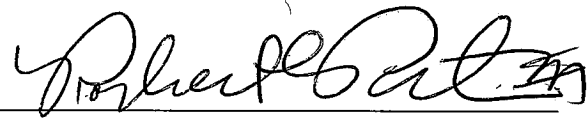
  
\_\_\_\_\_  
Dennis W. Connor, President

  
\_\_\_\_\_  
Cliff W. Bishop, Vice President

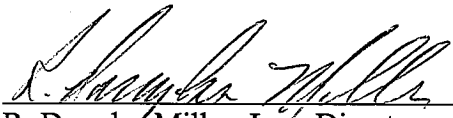
  
\_\_\_\_\_  
Thomas J. Weidman, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 15<sup>th</sup> day of January, 2015.

  
\_\_\_\_\_  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
R. Douglas Miller, Law Director

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_th day of \_\_\_\_\_ 2015 by and between Sycamore Township, whose address is 8540 Kenwood Road ("Client") and TEC Engineering, Inc., an Ohio corporation, whose address is 7288 Central Parke Boulevard, Mason, OH 45040 ("TEC").

### SECTION 1. GENERAL DESCRIPTION OF PROJECT

Client hereby retains TEC to perform and TEC hereby agrees to perform the Services (as defined in Section 2) in accordance with the terms and conditions set forth in this Agreement. The project in connection with which the Services will be provided is generally described as follows: HAM-Sycamore Township Interconnect (the "Project").

### SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES

The professional services to be provided by TEC are described in Attachment 1 to this Agreement, which is incorporated herein by reference (the "Services").

### SECTION 3. CONTACT PERSON

Client and TEC shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in the Services (the "Contact Persons"). The Contact Person for Client shall be: TRACY KELLUMS, and the Contact Person for TEC shall be: EDWARD WILLIAMS.

### SECTION 4. DATE OF COMMENCEMENT; DURATION

The Date of Commencement for the Services provided pursuant to this Agreement shall be the later of (a) the date on which the Agreement is fully executed and (b) the date agreed in writing by the Contact Persons. TEC shall perform the Services with commercially reasonable due diligence and meet or exceed the final date (1/19/2016) specified by ODOT in the original scoping document dated September 29, 2014, subject delays attributable to Force Majeure (as defined in Section 6.22) and delays caused by or attributable to any act or neglect of Client or by any agent, employee, or other person or entity in privity with Client (other than TEC) (a "Client Delay").

### SECTION 5. COMPENSATION

Client shall pay TEC the sum of ONE HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED SEVENTY-EIGHT and 00/100 Dollars (\$171,578.00) for TEC's performance of the Services pursuant to this Agreement, subject to adjustment as expressly provided in, and pursuant to, this Agreement.

### SECTION 6. TERMS AND CONDITIONS

**6.1 Invoice Procedures and Payment:** TEC shall submit invoices to Client for the Services rendered during each invoicing period, which shall generally be on a monthly basis. The amount of each invoice shall be determined on the actual work performed method whereby TEC will provide the total number of hours or percentage of the Services accomplished during the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable.

In no event shall the aggregate amount of such invoices exceed the maximum amount set forth in Section 5. Such invoices shall be submitted not more frequently than monthly by TEC and shall be due and payable within thirty (30) days of the date of the invoice. Any undisputed invoices not paid by Client within forty-five (45) days of receipt shall bear interest from the date due until the date paid at an interest rate of ten percent (10%) per annum.

**6.2 Expert Witness Services:** It is understood and agreed that TEC's services under this Agreement do not include any participation in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between Client and TEC describing the services desired and providing a basis for compensation to TEC.

**6.3 Opinion of Probable Construction Cost/Cost Estimates:** Client hereby acknowledges that TEC cannot and does not represent or warrant that opinions or estimates of probable construction or operating costs provided by TEC will not vary from actual costs incurred by Client.

**6.4 Indemnification:** TEC agrees to indemnify and hold harmless Client, its agents, officials and employees, against any and all suits or claims that may be based on any injury to persons or property to the extent that such suits or claims are a result of the gross negligence or willful misconduct of TEC or any person employed by TEC

**6.5 Insurance:** TEC shall carry, throughout the term of this Agreement, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. Upon the written request of Client, Client shall be named as a co-insured under any such policy if such coverage is available. Upon the written request of Client, TEC shall provide Client a current copy of each insurance policy prior to commencement of the Services.

**6.6 Assignment/Third Parties:** Neither Client nor TEC will assign or transfer its interest in this Agreement without the written consent of the other; provided, however, TEC reserves the right to subcontract any portion of the Services with prior written consent of Client. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against TEC or Client.

**6.7 Termination; Delay; Suspension:** Client may terminate this Agreement upon ~~thirty (30) days~~ written notice to TEC for any reason. Upon any such termination, Client shall pay TEC for the Services provided up to the date of such termination together with all reimbursable expenses incurred up to the date of such termination. In the event the Project is suspended or delayed, Client may delay or suspend TEC's performance of the Services immediately upon written notice to TEC. If Client delays or suspends TEC's performance of the Services for more than thirty (30) days, (a) TEC may terminate this Agreement upon giving fifteen (15) days written notice or (b) the compensation payable to TEC pursuant to Section 5 may be equitably renegotiated and mutually agreed to be the parties hereto. Upon any such termination described in subsection (b) above, Client shall pay TEC for the Services provided up to the date of such termination together with all reimbursable expenses incurred up to the date of such termination.

**6.8 Default:** If Client defaults in their obligations under this Agreement, and such default continues for more than ten (10) days after written notice (with respect to defaults relating to the payment of money) or thirty (30) days after written notice (with respect to all other defaults), the non-defaulting party shall have all remedies available at law or in equity, including, without limitation, termination of this Agreement. Notwithstanding the foregoing, prior to terminating this Agreement, the non-defaulting party shall provide a termination notice to the defaulting party which notice shall describe the default in reasonable detail. If the defaulting party cures the default within such seven (7) day period, the non-defaulting party's termination notice shall be null and void.

**6.9 Disputes:** If a controversy or claim arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. If the parties are not able to so settle the issue, the controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall be responsible for their own expenses.

**6.10 Standard of Care:** TEC agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**6.11 Waiver:** No waiver of any condition or agreement in this Agreement by either Client or TEC will imply or constitute its further waiver of that or any other condition or agreement.

**6.12 Relationship:** TEC is an independent contractor to Client in performing the Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Client.

**6.13 Client's Responsibilities:** Client shall promptly provide TEC all pertinent data, criteria, and information including but not limited to: design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil, tests, surveys, and plans. TEC shall be entitled to rely on any and all information provided pursuant to this Section 6.13. Client shall review TEC's work thoroughly and promptly, provide direction as necessary, and, if at any time, Client becomes aware of any defect, shall promptly give notice of such defect in the work or services provided. Client shall provide access to the project site to the extent necessary or appropriate in connection with the performance of the Services.

**6.14 Bankruptcy:** If TEC or Client is adjudged to be bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such event shall be deemed a default by such party under this Agreement.

**6.15 Change Orders; Additional Services:** During the course of the term of this Agreement, Client shall have the right to request changes in the Services and/or to request additional services from TEC. Any such changes requested by Client shall be effective only if contained in a

change order ("Change Order") signed by Client and TEC, which provides for (a) the adjustment, if any, in the compensation payable to TEC pursuant to Section 5, (b) the method of payment of any such increase and (c) the extension, if any, of the time for completion of the Services.

**6.16 Execution of this Agreement:** Neither Client nor TEC will be bound under this Agreement until both Client and TEC have duly executed and delivered to the other this Agreement. If this Agreement has been executed first by TEC and has not been executed by Client prior to January 31, 2015, at 11:59 p.m., TEC shall have the right to revoke its signature to this Agreement, in which event this Agreement shall be null and void and of no force or effect.

**6.17 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, provision will be added as a part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**6.18 Captions; Exhibits:** The captions are inserted in this Agreement only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. The exhibits and attachments to this Agreement, if any, are incorporated into the Agreement.

**6.19 Attorneys' Fees:** If either party shall bring an action against the other party related to the breach of any term, covenant or provision of this Agreement, or otherwise arising out of this Agreement, each party will be responsible for their own expenses and attorneys' fees expended or incurred in connection therewith.

**6.20 Preparation of Agreement:** This Agreement has been prepared by TEC and its professional advisors and reviewed by Client and its professional advisors. TEC, Client, and their separate advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either TEC or Client or against either TEC or Client merely because of their efforts in preparing it.

**6.21 Authorization:** If Client signs this Agreement as a corporation, limited liability company or partnership, each of the persons executing this Agreement on behalf of Client warrants to TEC that Client is a duly authorized and existing corporation, limited liability company or partnership, that Client has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Client is authorized to do so. Upon TEC's request, Client will provide evidence satisfactory to TEC confirming these representations.

**6.22 Force Majeure:** The performance by TEC of its obligations under this Agreement will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed (collectively, "Force Majeure").

**6.23 Entire Agreement, Amendments, Governing Law:** This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the state where the Services are performed.

**6.24 Notices:** Any notice required hereunder shall be sufficiently given when sent to the Contact Person for Client or TEC via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth in the introductory paragraph above, or by personally delivering such notice to the party to be in receipt thereof.

**6.25 Confidentiality:** TEC agrees that the terms set forth in this Agreement and the information obtained by TEC in connection with the performance of the Services shall remain confidential and shall not be revealed or disclosed to any person or party except (a) with the written consent of Client; (b) as may be disclosed to TEC's attorneys, accountants and other representatives that are involved in the consummation of this Agreement and the Services; (c) as may be required by applicable law; (d) as may be necessary in connection with assisting TEC in obtaining necessary governmental approvals; and (e) in connection with any litigation or dispute resolution between the parties.

IN WITNESS WHEREOF, TEC and Client have duly executed this Agreement. The effective date of this Agreement shall be the last date whereby all parties listed below have executed this Agreement. Such date shall be recorded in the first paragraph of this Agreement.

SYCAMORE TOWNSHIP, OHIO

TEC ENGINEERING, INC.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Typed: \_\_\_\_\_

Typed: Edward R. Williams

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_, 2015

Date: \_\_\_\_\_, 2015

Attachment 1: Proposal

October 14, 2014

Mr. Greg Bickford  
Township Administrator  
Sycamore Township  
8540 Kenwood Road  
Cincinnati, OH 45236

Re: HAM-Sycamore Township Interconnect  
PID# 98763

Dear Mr. Bickford,

Attached is our scope of understanding and estimated fee for the Sycamore Township Interconnect Project. The estimated hours for the various tasks have been developed to keep costs minimized for budgeting purposes. If additional work outside of the original scope is warranted or problems are encountered, we will contact you for modifications to the work order.

The total fee for authorized tasks under the scope of services is \$171,578.00.

Thank you for the opportunity to submit this proposal. Please call me at 513-618-9363 if you have any questions.

Sincerely,



Edward R Williams, PE, PTOE  
Vice President



**SCOPE OF SERVICES – HAM-Sycamore Twp Interconnect**

Sycamore Township, OH

October 14, 2014

TEC Engineering, Inc. is pleased to provide the following scope of services and cost proposal for the above referenced project. All work and costs are based on the Ohio Department of Transportation (ODOT) Scope of Services for the above referenced project and our scoping meeting held on September 29, 2014 at the Sycamore Township Administration Building.

**Proposed Work:**

The proposed work includes Design under ODOT PDP Path 2 project for the design of the fiber optic interconnect within Sycamore Township. Work includes, but is not limited to fiber optic design, connection to all traffic signals, connection to all PTZ Cameras, provision for wireless in all Township maintained parks and Township maintained buildings, and connection to all Township buildings.

**1. Field Work – Fiber Optic**

TEC will field review all underground conduits and utility poles to determine the routing of the fiber optic cable through the Township. Work will be conducted on all township maintained building grounds to determine the best routing of the cable into the buildings.

For all utility poles, TEC will work with all effected utility companies to establish pole ownership and any permitting processes.

**2. Field Work - Signals**

TEC will field review all traffic signals to determine what equipment is needed within the traffic signal controller to allow connection to the proposed fiber optic line. This work will include a review of the existing conduits to ensure that the drop cables can be accommodated within the existing conduits.

In addition, TEC will work with ODOT to review the ARTIMIS camera located at the I-71 Ramp. TEC will review the existing cabinet and camera to determine what equipment is needed to provide a connection directly to ODOT's Fiber Optic line along I-71.

**3. CFR 940**

TEC will complete all required Intelligent Transportation System documentation. This work will be completed and submitted to ODOT and FHWA for review.

**4. Plan Development – Stage 1**

TEC will complete Stage 1 plans per the ODOT PDP Process. These plans will include the fiber optic routing, as well as any required fiber optic details. TEC will work with ODOT to determine any permitting requirements. TEC will also complete a construction cost estimate.

**5. Plan Development – Stage 3**

TEC will complete Stage 3 plans per the ODOT PDP Process. These plans will include the fiber optic routing, fiber optic details, general notes, subsummaries and summaries. TEC will also complete a construction cost estimate.

**6. Township Connections**

TEC will work with the Township to develop any fiber optic plans that cannot be included as part of the STP Project. These plans may include connections within the park facilities. In these cases, the STP Plans would include a pullbox located at the right of way line. TEC will design the extension of the fiber into the parks. These plans will be bid out by the Township separate from the STP Project.

**TEC COST PROPOSAL**  
**ODOT SCOPING DOCUMENT**  
**(as of 10/14/2014)**

## LPA SCOPE OF SERVICES FORM

### A. Project Identification

County	HAM	Route	Various	Section	
Project sponsor / Maintenance responsibility:		Sycamore Township			
Local Let	X (HCEO)	ODOT Let			
Scope field review:	9/29/14	Scope meeting:			
Highway Functional Classification		Various			
PID	98763				
Fiscal Year	2017		Proposed Sale Date	5/27/16	

### B. Design Standard

ODOT; HCEO; AASHTO

***LPA must identify and attach any locally developed design standards proposed for the project for review and acceptance by the ODOT District.***

### C. Project Description

Purpose and Need:			
The purpose of the Sycamore Township fiber project is to improve mobility for motorist traveling through the townships signalized intersection and provide surveillance of traffic in the area.			
Project Description:			
<i>This project consists of installing fiber optic cable throughout the Township. The fiber will be used to interconnect the traffic signals and provide pan-tilt-zoom cameras in several locations throughout the Township. A connect may be provided at parks, township buildings, and fire stations to extend the network.</i>			
Prior studies / plan (identify):			
<i>Sycamore Township Land Use Plan Update , November 21, 2012</i>			
Estimated Project Length: (begin pavement to end pavement including bridge)	<i>varies</i>		
Work Length: (including project length & approach work)	<i>varies</i>		
Alignment:	Existing	X	Relocated

Profile:	Existing	X	New
Logical Termini: (w/explanation)	Signalized Intersections within the Township		

**D. Typical Sections**

**Existing:**

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

Signals:	Yes:	X	No:		Number: 20
Intersections:	See attached list				
Warrants:	No				
ITS Coordination (CFR 940):	Major ITS:		Minor ITS:	X	Non-ITS:
Comments:	Surveillance Cameras; Central Based System; Adaptive				

**Proposed: N/A**

Width:	Pavement	ex	Graded Shoulder	ex	Treated Shoulder	ex
Bridge	face to face of rails			or toe to toe of parapets		
Median:	Yes	existing	No	Type		
Curbs:	Yes	existing	No	Type		
Curb ramps:	Yes	X	No			
Sidewalks	Yes	X	No	Comment		
Guardrail	Yes	No	Type			

Signals:	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>	Number:1	
Intersections:	Various- 20 signals along Kenwood Road, Montgomery Road and Galbraith Road					
Warrants:	Not Needed					
ITS Coordination (CFR 940):	Major ITS:	<input type="checkbox"/>	Minor ITS:	<input checked="" type="checkbox"/>	Non-ITS:	<input type="checkbox"/>
Procedures for CFR 940 ITS Compliance follow Part 13 to ODOT Traffic Engineering Manual						
Comments:	Surveillance Cameras; Central Based System; Adaptive					

Resurfacing Accident Analysis Investigation						
Current Year ADT:	N/A	One Page Summary Required:	Yes:	<input type="checkbox"/>	No:	<input type="checkbox"/>
District Planning and Engineering Administrator Approval:						
Signature:			Date:			

**Supplemental Information**

ADT	Varies	Design ADT	Varies
DHV	Varies	Certified Traffic	Not required
T24	Varies		
Varies	Varies	Legal Speed	Varies
Comments:			

**E. Right-of-Way**

Right-of-Way Plan:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
Approximate Number of Parcels:	0					
Known relocations:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Railroad Involvement:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
Railroad Name:						
Encroachments:						
Airway Highway Clearance:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	

Airport Name	
Comments:	

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

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

#### F. Utilities

##### Aerial:

Phone	Yes	X	No		Name of Company	Cincinnati Bell
Cablevision	Yes	X	No		Name of Company	Time Warner Cable
Power	Yes	X	No		Name of Company	Duke Energy

##### Buried:

Phone	Yes	X	No		Name of Company	Cincinnati Bell	
Cablevision	Yes	X	No		Name of Company	Time Warner Cable	
Power	Yes	X	No		Name of Company	Duke Energy	
Gas	Yes	X	No		Name of Company	Duke Energy	
Pipelines:	Yes		No	X	Name of Company		
Water	Yes	X	No		Private	Public	GCWW
Sanitary Sewer	Yes	X	No		Private	Public	MSD
Storm Sewer	Yes	X	No		Private	Public	
Other	Fiber Optics						
Comments							

#### G. Structure Requirements- N/A

##### Existing Structure information:

Structure type:						
Sufficiency Rating:		General Appraisal		Bridge No.		
Structure File No.			Crossing			

Bridge length:					
Number of Spans					
Eligible for the National Historical Register	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	

**Proposed Structure:**

New Structure:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Rehabilitate Existing Bridge	By:				
Structure width:				Structure type:	
Number of spans:					
Beam Type:	Concrete Box	<input type="checkbox"/>	Steel	<input type="checkbox"/>	
Other Design Considerations / Explanation of Change in Line/Grade:					
Guardrail Type:					

**H. Design Exception(s) required**

Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>	Possible:	<input type="checkbox"/>
Explain:					

**I. Traffic Control**

Signing:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	
Striping:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	
Lighting:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Remarks	
Signals:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Remarks	20
RPM's:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	

**J. Maintenance of Traffic**

Detour		Part Width	<input checked="" type="checkbox"/>
Remarks:	Temporary Lane Closures		

Maintenance of Pedestrian and Bicycle Traffic:	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
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Remarks:	
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**K. Driveways**

Yes		No	X	Type	
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**L. Project Funding**

Project Cost Estimate:	\$2,231,845				
Sources of Funding:	STP (Federal); Local				
Quantity splits needed in plans to differentiate funding participation:	Yes		No	X	
Comments:	50/50 Construction				
Coordination with Concurrent Projects Required:	Yes	X	No		
Comments:	Adaptive Signal System Project, Sycamore Road Project				

Detailed Cost Estimates and Participation:

	Total Federal Funds/Percent Split			Total Local Funds/Percent Split		
PE						
RIGHT OF WAY						
UTILITIES						
CONSTRUCTION	\$1,014,479	50%		\$1,014,479	50%	
CONST ENGINEERING	\$101,448	50%		\$101,448	50%	
TOTAL	\$1,115,927	50%		\$1,115,927	50%	

**M. Environmental**

<b>Scope of the Proposed Action /Involvement with Resources:</b>				
<p>These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.</p> <p>Additional information regarding these items can be found on the Office of Environmental Services – Environmental Tool Kits webpage at <a href="http://www.dot.state.oh.us/Divisions/Planning/Environment/training/Pages/Toolkits.aspx">http://www.dot.state.oh.us/Divisions/Planning/Environment/training/Pages/Toolkits.aspx</a></p>				
	Not required	Required	Responsibility	Comments
Tentative CE Level <u>Exempt</u>		X	ODOT D8	
Purpose and Need Statement	X			
Cultural Resource Coord. Package	X			
Cultural Resource Phase 1	X			
Cultural Resource Phase II	X			
Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recover Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation	X			
Ecological Survey Level 1	X			
Ecological Survey Level 2	X			
Wetland Survey	X			
Section 9/Section 10 Stream	X			
404 NWP-Army Corps of Engineers	X			
404 PCN-Army Corps of Engineers	X			
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			
Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR	X			
Public Involvement	X			
Public Meeting/Hearing	X			

ESA-Screening	X		
ESA Phase I/Phase II/Remediation	X		
Drinking Water Resources	X		
Flood Plain/Flood Way	X		
Environmental Justice	X		
Noise Study	X		
Air Quality	X		

Asbestos Inspection Required:	Yes		No	X
Comment:				

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

None

**N. Roles / Responsibilities**

Construction plan development: (ODOT Prequalified Consultant must be used if not being prepared in house by LPA)	ODOT Prequalified Consultant [OR] LPA
Proposal/Specification Development:	
LPA Agreement:	
Form and preliminary legislation:	
Advertising and award of contract:	

Construction inspection:	
R/W plan development:	Not Required
R/W acquisition / appraisals:	Not Required
Utility relocation:	

**O. Field Review**

Date:	
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**REPRESENTATIVES PRESENT:**

Name	Company	Phone	E-mail


Other Comments from the Field Review:	

<b>P. COMMITMENT DATES</b>	<b>ODOT-let</b>	<b>Local-let</b>	<b>Reservoir</b>
<b>ACTIVITY</b>	<b>START</b>	<b>FINISH</b>	
Authorization to Proceed	--		9/29/14
Stage 1 Review	3/16/15		4/16/15
Stage 2 Review	--		--
Stage 3 Review	10/16/15		11/16/15
R/W Plans Approved	--		--
Bid document & tracings (PS&E) to District	--		1/19/16
R/W and Utility Clearance	--		1/4/16
Environmental Clearance			1/4/16
Plan Package to C. O.	2/19/16		3/3/16
Sale Date / Award Date	5/27/16		7/27/16
Award Package to District	--		8/27/16

Schedule Explanation: Authorization to Proceed Start Date is the date that the District submits the programming package to Central Office. Finish Date for said activity is when a state job number has been established. Start Date for Environmental Clearance is normally the same as the date the project has been programmed. Start Date for Stage 2 Review is the date of submission to the District of the preliminary R/W plans. Finished date for said activity is when comments are returned to the LPA. Start Date for R/W Plan Approved is when the District has received final R/W plans and associated documents. Finish Date for said activity is when the District has approved said plans and associated documents. Start Date for R/W and Utility Clearance is the date that the LPA is authorized to begin acquisition. Finish date for said activity is when the District certifies clearance to FHWA. The LPA should certify R/W and Utility Clearance to the

**District one month before the R/W and Utility Clearance Finish Date. Start Date for Plan Package to C. O. is the date that the PS&E package leaves the District and the finish date is the day it is logged in at Central Office. One should allow forty-five days from Plan Package to C.O. for PS&E approval and project advertising before the Sale Date. Start date for the Award Date is the Sale Date of the project. And the Finish Date for the Award Date is the date the project was awarded. Award Package to District shall be submitted to ODOT no later than one week after the award.**

**Project Scope of Services Approval:**

<b>Environmental Coordinator</b>		<b>Real Estate Administrator</b>	
<b>Program Manager</b>		<b>Project Manager</b>	
<b>P&amp;E Administrator</b>			