

EMERGENCY RESOLUTION NO. 13-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BRANDSTETTER CARROLL INC. FOR SUPPLEMENTAL DESIGN SERVICES FOR THE GREAT MIAMI RIVER TRAIL AND DECLARING AN EMERGENCY.

WHEREAS, the City was awarded \$1.15 million in grant funds for the Great Miami River Trail; and

WHEREAS, the Ohio Department of Transportation requires additional criteria regarding analysis and design work for geotechnical services, right-of-way plans, and environment services.

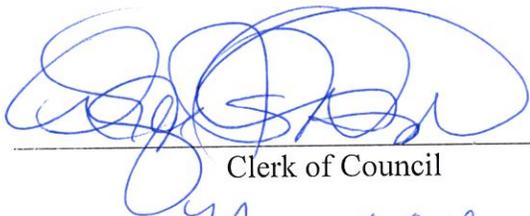
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Brandstetter Carroll, Inc. for supplemental design serviced for the Great Miami River Trail pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to begin the work at the earliest possible date and to stay within the schedule dictated by the Ohio Department of Transportation with a start date of April 2019. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: March 26, 2019

ATTEST:


Clerk of Council

APPROVED:


Mayor

First Reading: March 12, 2019

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.



Clerk of Council
City of Monroe, Ohio



February 28, 2019

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

Kevin Chesar
Development Director
City of Monroe
223 South. Main St.
Monroe, Ohio 45050

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

RE: Great Miami Trail Services

Dear Mr. Chesar:

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480
FX: 216.736.7155

Brandstetter Carroll Inc. (BCI) is pleased to present this proposal to provide services for the above referenced project. This contract was prompted by additional requirements due to the federal and state funding that has been obtained by the City of Monroe for the trail construction as outlined in the *LPA Scope of Services Form – Revised 1/14/19*, which has been attached. The additional services are for the creation of ODOT right-of-way plans, geotechnical services, and environmental services. BCI will be coordinating with a team of sub-consultants to fulfill the requirements for those categories.

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926
FX: 469.941.4112

The detailed scope of services have been included as attachments to be included in this agreement. Please note that due to the nature of the environmental services, some tasks may be required dependent upon what is revealed during the initial screening and analysis. Also, please note that this proposal includes utilizing the previously completed boundary survey that has been completed along the proposed trail alignment.

BCI offers to complete the above tasks for the following fee schedule:

ODOT Right-of-Way Plans	\$25,850
Geotechnical Services	\$46,950
Environmental Base Services	\$31,500
Environmental Additional Services (if required)	\$25,940
Total:	\$130,240

Included Attachments:

- Attachment A: ODOT Right-of-Way Plans Scope of Services
- Attachment B: Geotechnical Scope of Services
- Attachment C: Environmental Scope of Services

\$25,850
\$46,950
\$31,500
\$25,940
\$130,240

Terms and conditions shall be as per the attached documents. This letter shall serve as our agreement. Please return a signed copy of this letter to serve as our authorization to proceed.

Sincerely,

Timothy G. Brandstetter, P.E., PTOE

PROPOSED BY:
BRANDSTETTER CARROLL INC.

ACCEPTED BY:
CITY OF MONROE, OHIO

Signature

Signature

Benjamin E. Brandstetter
Printed Name

Printed Name

President
Title

Title

Date

Date

Attachment A: ODOT Right-of-Way Plans Scope of Services

The team has previously performed a boundary survey of the former Americana amusement park. As you are aware, the team also performed a boundary survey of the former M&E canal lands last year to establish the parcel lines throughout the proposed trail alignment. Additionally, the team is prequalified with ODOT for right-of-way plan development services and look forward to assisting you with the right-of-way plans. Accordingly, we have developed the following proposed scope of services:

- A. Review prior survey and perform document research, as needed, to update current ownership records and search for easements which may impact the proposed alignment.
- B. Generate "proposed acquisition limits" based on the construction limits as designated on your design drawings.
- C. Generate the following plans sheets (in AutoCAD format) in accordance with ODOT specifications.
 - Legend Sheet
 - Centerline Plat (± 5 sheets)
 - Property Map (± 5 sheets)
 - Summary of Additional Right of Way (± 1 sheet)
 - Right of Way Detail Sheet (± 13 sheets)
- D. Generate legal descriptions on the proper RX forms, as required by ODOT. We understand that the project will impact approximately six parcels (four ownerships) as permanent takes, but at this time we are unclear if the parcels will be obtained as fee simple or easement parcels. We also understand that other parcels may be impacted by temporary easements for drainage and/or grading purposes.
- E. Perform field QC check prior to issuing final right-of-way documents.
- F. Provide supervision and Project Management.

It is understood that additional field surveying services will not be required. Monumentation of acquisition parcels and / or proposed centerline, if required, will be set after construction by the contractor's surveyor, in accordance with ODOT policy.

Attachment B: Geotechnical Scope of Services

This proposal assumes all exploration locations, are accessible with our track-mounted drilling equipment. Shoreline erosion protection is anticipated in two locations along the proposed trail. Shoreline improvement is anticipated to consist of, but not limited to, drilled pier retaining wall, rip-rap, A-Jacks, etc.

Field Exploration

The field exploration program consists of the following:

- 30 borings to 10' deep along the trail alignment
- 5 borings planned to 30' deep at the shoreline erosion control locations

Boring Layout and Elevations

The team will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-1 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a track-mounted drill rig using continuous flight augers (hollow stem). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. For the borings performed in the location of the shoreline erosion protection areas, continuous sampling will be performed for 6 feet at the flowline of the creek/river. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Upon encountering bedrock or refusal-to-drilling conditions, we will attempt to collect a sample by over driving the split-barrel sampler. Coring of the refusal material is beyond the scope of our work.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance

We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Clearing of vegetation will be required at some of the boring locations. We have included the cost of clearing using a dozer in our fee.

Safety

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

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

Private utilities should be marked by the owner/client prior to commencement of field exploration. The team will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, The team can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access

The team must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. Lab testing will be performed per ODOT requirements. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis

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

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters (to be designed by others)

Additionally, one set of engineering drawings will be prepared for each of the two shoreline erosion protection locations identified by BCI that includes the following:

- Plan View of Proposed Erosion Protection Remediation
- Elevation View of Proposed Erosion Protection Remediation
- Typical Section Drawing
- Technical Specifications and Details

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

A MSE retaining wall is also to be included in the vicinity of the pond in addition to the shoreline locations as described above. If an MSE wall is not sufficient for the purposes of the needed design, additional services may be incurred for a different design approach, such as a drilled pier wall.

Attachment C: Environmental Scope of Services

ODOT determined that this project will require a Level C2 Categorical Exclusion (CE) document and will likely require waterway permitting. A detailed scope of services to be performed as part of the required support studies and documentation for the CE document and waterway permitting (if required) follows.

The following activities are required for environmental clearance and permit approvals, per ODOT's January 14, 2019 Scope of Services form.

Task 1: Detailed Environmental Studies

The team will perform a site visit during which they will identify environmental resources in the project area, primarily focusing on streams, wetlands, potential endangered species habitat, Section 4(f) resources, and any potential hazardous materials concerns. Notable resources will be located by GPS in the field.

Stream assessment forms (Ohio EPA Primary Headwater Habitat Evaluation Forms [HHEI]) will be completed for each of the streams in the project area. In addition, Wetland Determination Data forms and Ohio Rapid Assessment Method (ORAM) forms will be completed for wetlands in the project area. A photo log also will be compiled to document ecological resources, as well as any Section 4(f) resources and/or potential hazardous materials concerns in the project area. The field data will be used to prepare environmental reports to support completion of a Level C2 Categorical Exclusion and waterway permitting (if required) in accordance with applicable ODOT manuals and guidance documents. Specific tasks include:

A. Level 1 Ecological Survey Report (ESR)

A Level 1 Ecological Survey Report (ESR) will be prepared using the current ODOT ESR form and ODOT Ecological manual guidance, and will include ecological resource information for ODOT, U.S. Fish and Wildlife Service (USFWS), and Ohio Department of Natural Resources (ODNR) review. Based on the project type and location, and various map reviews, it is assumed that the level of effort required for this task will be between a "Medium Level" and a "High Level" as described in ODOT's 2018 Fee Guidance, due to the anticipated number of potentially jurisdictional waters in the study area. Direct costs include travel to and from the project area for field studies, as well as miscellaneous items (\$100 lump). The draft Level 1 ESR will be submitted in PDF form. Following review and approval, Stantec will upload the document to ODOT's EnviroNef.

Note: The Great Miami River is an ODNR-listed Group 4 stream for mussels. Though unlikely, a mussel survey may be required if there are impacts to the Great Miami River. In the unlikely event that a mussel survey is determined necessary, the team will submit a scope and fee proposal at that time.

B. Regulated Materials Review Screening (formerly Environmental Site Assessment Screening)

The team will conduct a Regulatory Materials Review (RMR) Screening following ODOT's RMR manual guidelines. No additional RMR assessment/investigation (i.e. Phase I or Phase II ESA) is expected to be required. In the unlikely event that a Phase I

or Phase II ESA is determined necessary, Stantec will submit a scope and fee proposal at that time. Based on the project type and location, it is assumed that the level of effort required for this task will be "Low Level" as described in ODOT's 2018 Fee Guidance. There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). The draft RMR Screening will be submitted in PDF form. Following review and approval, the team will upload the document to ODOT's EnviroNet.

C. Section 106 (Cultural Resources) Studies

The team will prepare a Section 106 Scoping Request Form package following ODOT's Cultural Resources manual guidelines. This package will summarize the proposed project and previous studies/clearances and provide literature review mapping using the Ohio Historic Preservation Office (OHPO) online mapping database. The team's proposed fee is based on ODOT's 2018 Fee Guidance (no fee guidance levels are specified for this task). There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). The draft 106 Scoping Request Form package will be submitted in PDF form. Following review and approval, Stantec will upload the document to ODOT's EnviroNet.

Phase I cultural resources studies (history/architecture and/or archaeology) may be required for this project, based on the results of the Section 106 Scoping Request review (by ODOT). These tasks are included in this proposal as "If Authorized" Tasks 6a and 6b. The scope and fee proposals assume a "Low Level" of effort will be required per ODOT's 2018 Fee Guidance. If authorized, the Phase I cultural study (or studies) will be completed and the draft report(s) will be submitted in PDF form. Following review and approval, Stantec will upload the document(s) to ODOT's EnviroNet.

Phase I Archaeological Survey

The team will conduct a Phase I archaeological survey of the project area of potential effect (APE) to determine if archaeological sites are present in the area. Phase I Archaeological Survey investigations will be conducted in accordance with guidelines of the Ohio Department of Transportation (ODOT) and the Ohio Historic Preservation Office (OHPO). Hours estimates were developed in accordance with ODOT's 2018 Consultant Fee Guidance. The team assumes a "Low Level" Phase I archaeological survey will be sufficient.

Our services will include:

- Conducting desktop research of background records available through the OHPO Online Mapping System.
- Conducting a Phase I archaeological survey of the APE which consists of the 12,121 ft, 10 ft wide trail corridor (2.8 acres) carried out by shovel test probes (STP)s and/or pedestrian survey. The exact methods employed will depend on factors such as slope, ground surface visibility, and obvious indications of recent disturbance.
- Analysis of recovered artifacts and documentation of up to one low density artifact scatter as an archaeological site.
- Documentation of the investigation in a Short Report format.

Phase I History/Architecture Survey

The team will conduct a Phase I History/Architecture Survey of the proposed APE described above to determine if archaeological sites are present in the area. The phase I History/Architecture Survey investigations will be conducted in accordance with guidelines of the Ohio Department of Transportation (ODOT) and the Ohio Historic Preservation Office (OHPO). Hours estimates were developed in accordance with ODOT's 2018 Consultant Fee Guidance. The team assumes a "Low Level" Phase I archaeological survey will be sufficient.

Our services will include:

- Preparation of a photographic log and resource specific photographs of up to 2 historic resources greater than 50 years old.
- Completion of Ohio Historic Inventory (OHI) forms for up to 2 historic resources.
- Documentation of the investigation in a Short Report format.

D. Section 4(f) Determination

The Section 4(f) review is expected to result in a determination that the project is a transportation enhancement activity (TEA) and would qualify as an exemption for Section 4(f) approval. Therefore, it is assumed that a "Low Level" of effort will be required for this task per ODOT's 2018 Fee Guidance. There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). Based on a review of the Land and Water Conservation Fund (LWCF) database, there are no known Section 6(f) Land and Water Conservation Fund properties in the project area. If it is determined that Section 6(f) properties are involved, a modification of this proposal will be required.

As previously noted, all studies will be performed using current ODOT manuals and related technical guidance. All reports, reviews, approvals, and relevant correspondence will be uploaded to ODOT's EnviroNet following review and approval.

Deliverables:

- Ecological Survey Report (Level 1)
- Regulated Material Review Screening
- Section 106 Scoping Request
- Section 4(f) Determination
- Phase I Archaeology Report (if authorized)
- Phase I History-Architecture Report (if authorized)

Exclusions:

- Ecological Survey Report (Level 2)
- Biological Assessments
- Mussel Survey/Relocation (unlikely and not included in this proposal)
- Regulated Material Review Assessment/Investigation (Phase I or Phase II ESA)
- Section 4(f) - Individual 4(f) Evaluation

- Section 6(f) - Coordination/Involvement
- Phase II Cultural Resources Studies or Data Recovery

Task 3: Categorical Exclusion

Following completion of Tasks 1 and 2, Stantec will prepare a Level C2 Categorical Exclusion (CE) for National Environmental Policy Act (NEPA) clearance using ODOT's EnviroNet website. This task includes basic data collection and review (such as census data) and preparation of summary text and exhibits necessary for documenting project details and potential impacts. No detailed environmental studies are included in this task. This task includes preparation of a brief project description and purpose and need discussion but does not include preparation of a stand-alone purpose and need statement. Based on the project type and location, it is assumed that the level of effort required for this task will be "Low Level" as described in ODOT's 2018 Fee Guidance. There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). The draft CE will be converted from EnviroNet format to PDF format and submitted for review. Following review and approval, the team will submit the document for ODOT review electronically via EnviroNet.

Deliverables:

- Level C2 Categorical Exclusion document using ODOT's EnviroNet website.

Exclusions:

- Level D1 Categorical Exclusion (or higher)
- Feasibility Study or Alternatives Evaluation Report
- Stand-Alone Purpose and Need Statement (not required per ODOT)
- Air Quality/Noise Studies (not required per ODOT)
- Detailed socioeconomic studies (such as Underserved Populations Impact Assessment Report)

Task 4: Waterway Permitting

If the project will impact potentially jurisdictional waters (streams, wetlands, or other potentially jurisdictional waterbodies), the team will prepare a Permit Determination Request (PDR) following ODOT's Waterway Permits manual guidance. If authorized (based on the results of the PDR review), the team will prepare a waterway permit application (U.S. Army Corps of Engineers 404 Pre-Construction Notification – also referred to as a "PCN") in accordance with ODOT's Waterway Permits manual (see "If Authorized" Task 6c). Since this is an ODOT-Let project, it is expected that this project will be eligible for use of ODOT's Regional General

Permit (RGP), which is scheduled for agency re-authorization in October 2019. Ohio EPA 401 permitting may be required if RGP 401 impact thresholds are exceeded (unlikely). If 401 permitting is required, an Ohio EPA 401 Director's Authorization (also referred to as a 401 "waiver") may be applicable in lieu of a full Individual 401 permit, and is included as "If Authorized" Task 6d of this proposal. This proposal assumes any

required mitigation will be addressed through mitigation banks and/or in-lieu fee program (no permittee-responsible mitigation). This proposal assumes ODOT will handle agency coordination and submittal of any waterway permit applications. Should ODOT determine that the City of Monroe needs to handle agency coordination/permit application submittal, the team will perform that task as part of "If Authorized" Task 6c and Task 6d, if requested. It is anticipated that the level of effort required to prepare the PDR (and PCN) will be between a "Medium Level" and a "High Level" per ODOT's 2018 Fee Guidance (due to the estimated number of potentially jurisdictional waters in the study area). There are no specified fee guidance levels for a 401 DA.

Deliverables:

- Permit Determination Request (PDR) Package
- USACE 404 PCN Application (if Authorized)
- OEPA 401 Director's Authorization (DA) (if Authorized) Exclusions:
- USACE 404 Individual Permit Application
- OEPA 401 Individual Permit Application
- Isolated Wetland Permit Application
- Mitigation Plan

All waterway permitting documents will be uploaded to ODOT's EnviroNet following review/approval.

Task 5 – Project Coordination/Management

Project coordination/management tasks to be performed by project manager or environmental task leader for the duration of the project. This task includes attendance at no more than one project meeting.

Cost Summary of Additional Services

As discussed above, certain tasks may be required based upon the findings in the base services. The cost outline for the additional services are as outlined below:

Phase 1 Archaeology	\$6,840
Phase 1 History/Architecture	\$5,920
404 PCN	\$8,040
401 DA	\$5,140

LPA SCOPE OF SERVICES FORM - REVISED 1/14/19

A. Project Identification

County	Butler	Route	Great Miami River Trail	Section	Monroe
Project sponsor / Maintenance responsibility:			City of Monroe		
Local Let				ODOT Let	X
Field review date:		1/10/19	Scope meeting date:		1/10/19
Highway Functional Classification			N/A (bike path)		
PID	109591				
Fiscal Year	2022		Proposed sale date:		Q1 of SFY 2022

B. Design Standard

AASHTO, ODOT

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:	Complete a section of the Great Miami River Trail through the Monroe city limits. This section begins to fill in the large trail network gap between the cities of Hamilton and Middletown to complete the larger network from Fairfield to Piqua.
Project Description:	Construction of approximately 2.3 miles of an off-road shared use trail. Construction of a retaining wall along Dick's Creek will also be performed.

Prior studies / plan (identify):	Great Miami River Bikeway Regional Trail; Great Miami River Trail Master Plan - Monroe Section	
Estimated Project Length: (limits of physical work)	2.3 miles	
Work Length: (project length & approach work, e.g. MOT signage)	2.3 miles	

Alignment	Existing		New	X
-----------	----------	--	-----	---

Profile	Existing		New	X
Logical Termini: (w/explanation)	From the existing pavement in Bicentennial Commons Park north to the City limits.			

D. Typical Sections

Existing:

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

Existing Signals:	Yes:		No:	X	Number:
Locations:	n/a				
Ex. Warrants?:	n/a				

Proposed:

Width:	Pavement	10'	Graded Shoulder	2'	Treated Shoulder	n/a
Bridge	face to face of rails	n/a	toe to toe of parapets	n/a		
Median:	Yes		No	X	Type	
Curbs:	Yes		No	X	Type	
Curb ramps:	Yes		No	X	Comment	
Sidewalks	Yes		No	X	Comment	
Guardrail	Yes	X	No		Type	Bike path fencing where needed due to slopes

Proposed Signals:	Yes:		No:	X	Number: 0
Locations:	n/a				
Warrants:	n/a				
ITS Coordination (CFR 940):	Major ITS:		Minor ITS:		Non-ITS: X
Procedures for CFR 940 ITS Compliance follow Part 13 to ODOT Traffic Engineering Manual					
Comments:	No signal work, trail does not cross through any intersections				

Opportunities for Safety Improvements

Crash History/Potential Countermeasures	n/a

Supplemental Information

ADT	n/a	Design ADT	n/a
DHV	n/a	Certified Traffic	n/a
T24	n/a		
Design Speed	15 mph	Legal Speed	n/a
Comments:	18mph is desirable, designer will investigate possibly designing to 18mph.		

E. Right-of-Way

Right-of-Way Plan:	Yes	X	No	
Approximate # of Parcels:	Trail to be built within existing city, metroparks, or Miami Conservancy District lands, and on Texas Eastern property			
Relocations:	Yes		No	X
Railroad Involvement:	Yes		No	X
Railroad Name:	n/a			
Encroachments:	None known			
Airway Highway Clearance:	Yes		No	X
Airport Name	n/a			

Comments:	n/a
-----------	-----

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		No		Company	
Cable	Yes		No		Company	
Power	Yes	X	No		Company	Transmission Lines

Buried:

Phone	Yes		No		Company	
Cable	Yes		No		Company	
Power	Yes		No		Company	
Gas	Yes		No		Company	
Pipelines	Yes	X	No		Company	Texas Eastern, possibly 2 other pipelines (TBD)
Water	Yes		No		Private	Public
Sanitary Sewer	Yes		No		Private	Public
Storm Sewer	Yes		No		Private	Public
Other						

Comments	<p>Consultant to try to avoid utility conflicts throughout design while holding to the scope of work. If utility conflicts cannot be avoided, they should be minimized. Consultant to provide a copy of the OUPS ticket information to ODOT PM (if applicable). Up to date utility contacts shall be used at each plan submission. Utility contact information can be requested by consultant from ODOT PM. If OUPS and OGPUPS ticket are more than two (2) years old, a design non-marking ticket shall be requested to obtain most up to date Utility Members List. The ticket does not need to be submitted to obtain the Utility Members List.</p> <p>Consultant to provide a utility set of plans with the utility lines shown in color using using the most recent version of ODOTcadd_UTPen.tbl at each plan submission. This file is found in the standard ODOTcadd executable file that can be downloaded from the CADD services webpage.</p> <p>Consultant to prepare a summary of potential utility conflicts at each plan submission. Summary to be provided to Utility Companies at each plan submission. Summary to include, but not limited to station and offset of conflict, type of conflict (direct, decreased cover, proximity, etc.), utility owner (if known) and utility type.</p> <p>Consultant to compile Utility Company responses and forward to the ODOT PM. Final compilation of utility correspondence is due 35 days after plan submission to utilities. A "no response" from a utility on a plan submission review cannot be considered as "no comment", "no conflicts" and/or "a confirmation of the consultant's findings" from the utility. A written response (email is sufficient) must be received from the utility verifying that they have no comments, no conflicts and/or they agree with the conflicts identified by the consultant.</p> <p>Consultant to review the Utility Company responses and evaluate. The evaluation of the responses shall include validating that a conflict does exist or that a utility may remain in place. If a conflict does exist, consultant should provide an evaluation of the feasibility of potential resolutions. A disposition of utility status (i.e. utility to stay in place, utility facility relocation plan in writing or plan format) is required at the Stage 3 submission. This disposition shall be included to the utilities with the Stage 3 plan submission. This disposition shall be formulated based on utility responses from previous plan submissions.</p>
----------	--

G. Structure Requirements - N/A (no structure work included)

H. Design Exception(s) required

Yes		No	X	Possible	
Explain:					

I. Traffic Control (Permanent)

Signing:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Remarks	Trail signage, warning signage, object markers, etc.
Striping:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	
Lighting:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	
RPM's:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	

J. Maintenance of Traffic

Detour	n/a	Part Width	n/a
Remarks:	n/a		

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

K. Driveways

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Type	
-----	--------------------------	----	-------------------------------------	------	--

L. Project Funding

Project Cost Estimate:	\$1,300,000				
Sources of Funding:	Federal (OKI), State (ODNR), Local				
Quantity splits required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Comments:					
Coordination with Concurrent Projects:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Comments:					

Detailed Cost Estimates and Participation:

	Federal Funds/Percent Split		Local Funds/Percent Split	
PE		0%		100%
RIGHT OF WAY		0%		100%
UTILITIES		0%		100%
CONSTRUCTION	\$650,000	50%	\$650,000	50%
CONST ENGINEERING		0%		100%
TOTAL	\$650,000		\$650,000	

M. Environmental

Scope of the Proposed Action /Involvement with Resources:				
<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 http://www.dot.state.oh.us/Divisions/Planning/Environment/training/Pages/Toolkits.aspx</p>				
	Not required	Required	Responsibility	Comments
Tentative CE Level <u>C2</u>		X	City of Monroe	
Purpose and Need Statement	X			
Section 106 Scoping Request Form		X	City of Monroe	
Cultural Resource Phase 1		TBD	City of Monroe	Pending review by ODOT-OES
Cultural Resource Phase II	X			
Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recovery Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation		X	City of Monroe	
Ecological Survey Level 1		X	City of Monroe	Endangered bat habitat mitigation possibly required, possible stream or wetland mitigation also

Ecological Survey Level 2	X			
Wetland Survey	X			Part of Level 1 ESR work
Section 9/Section 10 Stream	X			
404 NWP or Regional General Permit-Army Corps of Engineers		X	City of Monroe	Required if any waters of the US are impacted by the project.
404 PCN-Army Corps of Engineers		TBD	City of Monroe	
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application		TBD	City of Monroe	May be required if wetlands impacted
Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	City of Monroe	
Public Involvement		X	City of Monroe	
Public Meeting/Hearing	X			
Regulated Material Review		X	City of Monroe	
ESA Phase I/Phase II/Remediation	X			
Drinking Water Resources		X	City of Monroe	Mapping and plan notes
Flood Plain/Flood Way		X	City of Monroe	Follow OES Floodplain Management Guidelines
Underserved Populations		X		Follow OES UP Guidance
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):

Ecological impacts may require mitigation to endangered bat habitat, streams, wetlands, historic district beyond northern project limits

N. Roles / Responsibilities

Construction plan development: (ODOT Prequalified Consultant must be used if not being prepared in house by LPA)	ODOT Prequalified Consultant
Proposal/Specification Development:	ODOT
LPA Agreement (ODOT-Let):	City of Monroe / ODOT
Form and preliminary legislation:	City of Monroe / ODOT
Advertising and award of contract:	ODOT
Construction inspection:	ODOT
R/W plan development:	ODOT Prequalified Consultant
R/W acquisition / appraisals:	ODOT Prequalified Consultants
Utility coordination / relocation:	City of Monroe / ODOT

O. Field Review

Date:	1/10/19
-------	---------

REPRESENTATIVES PRESENT: *See attached sign-in sheet.*

Other Comments/Requirements:	Follow requirements of ODOT's Specifications
For Geotechnical Explorations (SGE) Manual, submit Geotech Report with Stage 1.	
If project earth-disturbed area exceeds 1 acre, post-construction BMPs are required	

P. Project Schedule

Milestone	SFY	Compl.	Current
Assigned Milestones			
Initial Project Scope Complete	2019	✓	01/10/2019
LPA Scope of Services Document	2019	✓	01/10/2019
Authorized Design Consultant	2019	✓	01/10/2019
NEPA Start Date	2019	..	04/01/2019
Stage 1 Plans - Submitted	2020	..	07/01/2019
Stage 1 Plans - Complete	2020	..	08/01/2019
Preliminary R/W Plans - Submitted	2020	..	10/01/2019
Preliminary R/W Plans - Approved	2020	..	11/01/2019
Final R/W Plans Submitted	2020	..	01/15/2020
Final R/W Plans - Approved	2020	..	02/14/2020
R/W Authorized	2020	..	02/28/2020
Stage 2 Plans - Submitted	2020	..	03/02/2020
Environmental Document Approved	2020	..	04/01/2020
Stage 2 Plans - Complete	2020	..	04/02/2020
Stage 3 Plans - Submitted	2021	..	11/16/2020
Stage 3 Plans - Complete	2021	..	12/16/2020
R/W Acquisition Complete	2021	..	02/26/2021
Tracings Complete	2021	..	03/01/2021
District R/W Certification	2021	..	03/26/2021
Final Tracings - Approved	2021	..	03/29/2021
Plan Package Received in C.O.	2021	..	04/01/2021
Sale	2022	..	07/01/2021
Award	2022	..	07/01/2021
Estimated Begin Construction	2022	..	02/01/2022
Estimated End Construction	2023	..	02/01/2023

BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.

(2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.

(6) **Opinions of Cost** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance** The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **Limitation of Liability** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications** The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

(12) **Dispute Resolution** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) Hazardous Substances and Conditions

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(14) Construction Phase Services

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Ohio. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.