

St. Clairsville, Ohio

July 3, 2012

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede and Matt Coffland, Commissioners and Kathy Marino, Assistant Clerk of the Board. Absent: Commissioner Charles R. Probst, Jr. (on vacation).

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ACS Government Records Service	Various expenses-Recorder/General Fund	5,845.24
A-Dell Marketing LP	Laptop computer-GIS Dept./General Fund	2,388.56
A-FedEx	Mailing-Recorder/General Fund	27.19
A-Joseph Atkinson	Investigator Fee/General Fund	633.60
A-Modern Reproductions, Inc.	Mylar print-Recorder/General Fund	29.70
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	368.00
A-Smartbill	2 nd Half tax bills/General Fund	3,756.52
A-Wheeling Office Supply co.	Supplies-Prosecutor/General Fund	306.98
B-American Electric Power	Utilities/Dog Kennel Fund	642.46
G-Belmont Co. Tourism Council, Inc.	July monthly operating expenses & manager/Lodging Excise Tax Fund	45,000.00
K-Lash Paving, Inc.	Engineer Proj. 12-3/Engineer MVGT Fund	148,421.00
N-Barry S. Russell	Carnes Center/Capital Improvement Grant Fund	2,500.00
N-Fields Excavation, Inc.	Contract Services/Neffs Sanitary Sewer Project Fund	176,796.84
P-USA Bluebook	Materials/BCSSD Funds	388.00
S-Artz, Dewhirst & Wheeler	Registration for mediation training/Common Pleas Ct. Gen. Spec. Proj.	925.00
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,400.00
S-Doan Ford, Inc.	New van 6/12/District Detention Home Fund	10,000.00
S-Doan Ford, Inc.	New van 5/12/District Detention Home Fund	11,557.00
S-Sam's Club/GEGRB	Food/Oakview Juvenile Residential Center Fund	411.85
S-TMMS	Ribbons & labels/Northern Ct.-General Special Projects Fund	436.00
S-TSG	Offsite backup & Symantec renewal/Eastern Div. Ct. Computer Fund	339.40
W-Tri-County Help Center, Inc.	Marriage license fees/Marriage License Fund	7,134.00

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for July 3, 2012 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$63,214.99
A-GENERAL/EMA	\$1,785.46
A-GENERAL/JUVENILE COURT	\$516.33
A-GENERAL/SHERIFF	2,599.04
H-Job & Family, CSEA	\$2,023.00
H-Job & Family, Public Assistance	\$10,522.80
H-Job & Family, WIA	\$14,352.83
K-Engineer MVGT	\$303.14; \$33,256.93
M-Juvenile Ct. – Care and Custody	\$1,365.00
M-Juvenile Ct. – Title IV-E Reimb.	\$11,361.07
P-Oakview Admn. Bldg.	\$1,950.64
S-District Detention Home	\$4,342.17
S-Job & Family, Children Services	\$23,715.37; \$6,495.81
S-Job & Family, Senior Program	\$22,856.22
S-Juvenile Ct. – Gen. Special Projects Fund	\$852.84
S-Oakview Juvenile Residential Center	\$9,700.04
S-Sheriff Commissary	\$210.00
S-Western Ct. Gen. Special Projects	\$571.97
S-Western Div. Ct. Computer Fund	\$4,648.60

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Probst	Absent

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE CARE AND CUSTODY JUVENILE COURT FUND

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer within fund for the Care and Custody Juvenile Court Fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0400-M060-M71.002	E-0400-M060-M25.002	
Substance Abuse Salaries	CCAP Salaries	\$ 541.11

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
SSD#3A	SSD#3A	
E-3706-P055-P15.000 OE Oper	E-3706-P055-P07.011 Services	\$ 3,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE BELMONT CO. SENIOR PROGRAMS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont Co. Senior Programs Fund.

FROM	TO	AMOUNT
E-5005-S070-S10.000 Facilities	E-5005-S070-S01.002 Salaries	\$ 20,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE
TREASURER'S OFFICE/DRETAC FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer of funds within the Treasurer's Office/DRETAC Fund.

FROM	TO	AMOUNT
E-1410-W082-T02.010 Supplies	E-1410-W082-T09.011 Contract Services	\$ 10,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL FUND/RECORDER/SHERIFF**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-0121-A006-B02.002	Salaries - Employees	\$ 8,390.00
<i>Note: Extended hours contracted with Grasslands Acquisitions, LLC.</i>		
E-0131-A006-A04.002	Salaries – Road	\$ 500.00
<i>Note: Extended hours contracted with Grasslands Acquisitions, LLC.</i>		

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL FUND/RECORDER/SHERIFF**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-0121-A006-B02.002	Salaries - Employees	\$14,000.00
<i>Note: Extended hours contracted with Ohio River Resources LLC for July.</i>		
E-0131-A006-A04.002	Salaries – Road	\$ 1,400.00
<i>Note: Extended hours contracted with Ohio River Resources LLC for July.</i>		

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

General		
E-0131-A006-A09.000	Medical	715.50
E-0131-A006-A21.000	Sheriff's Towing	75.00
E-0131-A006-A23.000	Background	1,167.00
E-0131-A006-A24.000	E-SORN	125.00
Enforcement Education		
E-1652-B016-B02.000	Education Expenses	0.00
Commissary Fund		
E-5100-S000-S01.010	Supplies	20,057.64
Concealed Handgun License		
E-5101-S001-S06.000	License Issuance	2,505.00
E-5101-S001-S07.012	Equipment	1,388.00
Sheriff Reserve Account		
E-9710-U010-U06.000	Other Expenses	1,054.47

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE 911 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-2301-E011-E01.011 Contract Services \$ 22,879.82

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE NEFFS SANITARY SEWER PROJECT FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-9027-N027-N01.055 Contract Services \$ 107,990.47

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE P83 OLD SHERIFF RESIDENCE/ODOT GRANT FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-1703-P083-P06.013 Contract Services \$ 100,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE P83 OLD SHERIFF RESIDENCE/ODOT GRANT FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

CARRYOVER PURCHASE ORDER THAT HAS BEEN CLOSED.

E-1703-P083-P06.013 Contract Services \$ 12,882.34

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S12 PORT AUTHORITY FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-9799-S012-S18.000 Oil & Gas Expo \$ 2,611.64

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE S12 PORT AUTHORITY FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

S12 PORT AUTHORITY FUND

E-9799-S012-S01.002	Salaries	15,000.00
E-9799-S012-S08.003	PERS	3,000.00
E-9799-S012-S02.006	Hosp. Insurance	525.00
E-9799-S012-S11.005	Medicare	350.00
E-9799-S012-S03.012	Equipment	1,375.00
E-9799-S012-S06.000	Marketing	1,000.00
E-9799-S012-S07.000	Professional Services	<u>2,500.00</u>
TOTAL		23,750.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR OAKVIEW JUVENILE REHAB S030 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

CARRYOVER PURCHASE ORDER THAT HAS BEEN CLOSED.

E-8010-S030-S57.000 Travel/Staff Development \$ 346.39

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

**FOR OAKVIEW JUVENILE REHAB S030 FUND/
N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

OAKVIEW JUVENILE REHAB S030		
E-8010-S030-S60.000	Maintenance & Repair	9,400.00
E-8010-S030-S64.012	Equipment	3,645.90
E-8010-S030-S72.000	Capital Repairs	810.82
N.S.L.A. OAKVIEW JUVENILE S031		
E-8011-S031-S02.000	Food (Meal Tickets)	37.50
E-8011-S031-S02.000	Food (NSLA)	1,792.43
ACTIVITY FUND S032		
E-8012-S032-S00.000	Activity Fund	284.77
E-8012-S032-S00.000	Activity Fund	40.92

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S99 PROBATE COURT CONDUCT OF BUSINESS FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-1599-S099-S12.000	Other Expenses	\$ 5,000.00
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

BELMONT CO. COMMISSIONERS CDBG FUND		
E-9702-T011-T01.000	Grants	\$ 218,089.00
Draw Number 149 – Grant # B-W-11-1AG-1		

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2012.

E-1511-W080-P01.002	Salaries	\$ 1,124.17
E-1511-W080-P01.002	Salaries	595.18
E-1511-W080-P07.006	Hospitalization	968.11
E-1511-W080-P07.006	Hospitalization	<u>255.00</u>
TOTAL		2,942.46

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF APPROVING
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 3, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
ELECTION BOARD – Board Members and Staff to travel to Newark, OH, on June 28, 2012 to attend a one day seminar for continuing education.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

IN THE MATTER OF APPROVING MINUTES OF REGULAR

BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 30, 2012.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

IN THE MATTER OF APPROVING PAY APPLICATION #4 FOR FIELDS EXCAVATING, INC./NEFFS, WEST NEFFS AND ST. JOE GRAVITY SEWER PROJECT/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Pay Application #4 for Fields Excavating, Inc. in the amount of \$292,845.45 for the Neffs, West Neffs and St. Joe Gravity Sewer Project-Phase I, based upon the recommendation of Bill Street, Project Engineer and Mark Esposito, Director, Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

IN THE MATTER OF APPOINTING GLENDA HOLLANDSWORTH AS THE FIRST AID REPRESENTATIVE TO THE BELMONT CO. LOCAL EMERGENCY PLANNING COMMITTEE (L.E.P.C.)

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Glenda Hollandsworth as the First Aid Representative to the Belmont County Local Emergency Planning Committee (L.E.P.C.) under O.R.C. 3750.03, to fill the expired term of Russell W. Landers, effective June 19, 2012 and be automatically renewable August 15, 2013, based upon the recommendation of Dave Ivan, Belmont County LEPC Chairperson, and the Local Emergency Planning Committee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

IN THE MATTER OF SIGNING AND SUBMITTAL OF THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT, BEL-CR 10 20.22 BRIDGE REPLACEMENT/ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the LPA Federal Local-Let Project Agreement, BEL-CR 10 20.22, removal and replacement of a major bridge between Barton and Blaine on Co. Highway 10, PID No. 79463, with the Ohio Department of Transportation in the amount of \$1,196,623.00, based upon the recommendation of Fred Bennett, County Engineer.

Note: ODOT shall provide 80% of eligible costs, up to a maximum of \$1,082,000.00. MVGT funds will provide 20%. It is projected that construction will begin in 2014.

Rev. 6/18/2012

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and Belmont County acting by and through Belmont County Board of Commissioners, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43950.

PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The BEL CR 10 20.22 bridge replacement project, ODOT PID 79463 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(D) of the Ohio Revised Code;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures; and National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.2.2
 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$1,196,623.00** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$1,082,000.00** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Funds provided through ODOT shall be applied only to the eligible costs associated with preliminary engineering, right of way, construction and construction engineering/inspection activities for the project.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx.
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
5. ENVIRONMENTAL RESPONSIBILITIES
- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/resources/findings/default.htm>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPSL). Contractors on the EPSL are excluded from receiving Federal contracts, certain subcontracts, and

certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPSL can be viewed on the Federal EPSL website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.

- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
Mr. Fred Bennett, PE, PS
Belmont County Engineer
101 West Main Street
St. Clairsville, Ohio 43950
740-699-2160
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- . CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.
10. NONDISCRIMINATION
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

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

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

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

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

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: Mr. Fred Bennett, PE, PS Belmont County Engineer 101 West Main Street St. Clairsville, Ohio 43920	If to ODOT: Mr. Gregory A. Gurney, PE, CPM Ohio Department of Transportation 2201 Reiser Avenue, SE New Philadelphia, Ohio 44663
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15. GENERAL PROVISIONS

15.1 Recovery of Overhead and Fringe Costs:

The LPA shall select which of the following methods it will use for recovering indirect expenses associated with LPA labor on this project:

- Safe Harbor Rates (30% Fringe, 38% Overhead)
- Actual Costs (Fringe only)
- Current Cost Allocation Plan rate approved by ODOT Office of Audits
- LPA will not seek recovery of costs associated with Fringe and Overhead

The LPA shall meet all timekeeping requirements outlined in OMB Circular A-87 and the LATP Manual for any labor costs to be eligible for reimbursement with Federal aid funds.

Should the LPA exercise its option to recover indirect costs, it must follow the LATP Manual of Procedures.

15.2 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

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

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

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

15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

15.5 ~~*State Property Drug Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.~~

15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

LPA: Belmont County Commission

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: Ginny Favede /s/
Ginny Favede

By: _____
Jerry Wray
Director

By: Matt Coffland /s/
Matt Coffland

By: _____
Charles R. Probst, Jr.

Date: 7/3/12

Date: _____

APPROVED AS TO FORM:

David K. Liberati, Assistant Prosecutor
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING INTO AGREEMENT
NO. 17204 WITH M*E COMPANIES FOR DESIGN SERVICES
FOR REMOVAL AND REPLACEMENT OF TRAFFIC SIGNALS
AT MALL AND BANFIELD ROADS/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into Agreement No. 17204 with M*E Companies for design services for the removal and replacement of the traffic signals at the intersection of Mall and Banfield Roads, based upon the recommendation of Fred Bennett, County Engineer.

Note: The contract is in the amount of \$47,109.00 and will be 100% funded by the Federal Highway Administration thru ODOT. It is projected that construction will begin in 2013.

**BELMONT COUNTY
AGREEMENT NO. 17204**

This Agreement No. 17204 entered into this 3rd day of JULY, 2012 by and between Belmont County, acting by and through the Board of County Commissioners, hereinafter referred to as the County, and M*E Companies, hereinafter referred to as the Consultant, with an office located at 635 Brooksedge Boulevard, Westerville, Ohio 43081.

CLAUSE I – WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for Project Development Process for the traffic signal replacement project in Belmont County, Ohio, identified as BEL Mall/Banfield Signal PID 88326.

CLAUSE II – INVOICE & PROGRESS SCHEDULE

The County and the Consultant agree to the attached invoice and Progress Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Progress Schedule.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III – PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process

Part 1: Planning through Environmental Engineering.

Lump sum compensation of Thirty Seven Thousand One Hundred Forty Nine Dollars (\$37,149.00).

Part 2: Final Engineering

Lump sum compensation of Nine Thousand Nine Hundred Sixty Dollars (\$9,960.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Forty Seven Thousand One Hundred Nine (\$47,109.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation’s “Specifications for Consulting Services, 2010 Edition”.

CLAUSE IV – INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation’s “Specifications for Consulting Services, 2010 Edition”.
- (b) -----
- (c) The attached Final Scope of Services Minutes dated January 30, 2012.
- (d) The Invoice & Progress Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V – GENERAL PROVISION

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Board of County Commissioners.

M*E Companies
 By: Richard A. LaRocco /s/
 Title: Vice President
 BELMONT COUNTY
 BOARD OF COMMISSIONERS
Ginny Favede /s/
 Ginny Favede
Matt Coffland /s/
 Matt Coffland

Charles R. Probst, Jr.

APPROVED AS TO FORM:

By: David K. Liberati /s/
Title: Assistant Prosecutor

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING OPWC LOCAL TRANSPORTATION
IMPROVEMENT PROGRAM PROJECT AGREEMENT FOR THE
BEL-R-6.51 BRIDGE REPLACEMENT PROJECT/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commissioner Charles R. Probst, Jr. to sign on behalf of the Board to enter into the Ohio Public Works (OPWC) Local Transportation Improvement Program Project Agreement for the **BEL-4-6.51 Bridge Replacement Project** in the amount of \$399,600.00, OPWC Project # CRX01.

Note: This bridge is located on CR 4 (Sand Hill Road) immediately southeast of St. Rt. 147 in Neffs.

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT**

LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into **July 1, 2012** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **101 West Main Street, St. Clairsville, OH 43950-** , in respect of the project named **BEL-4- 6.51 Bridge Replacement**, and as described in Appendix A of this Agreement (hereinafter referred to as the "Project") to provide an amount not to exceed **Three Hundred Ninety-Nine Thousand, Six Hundred Dollars(\$399,600)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code :**013-00013**

OPWC Project Control No. **CRX01**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project # **CRX01** as of the date first written above.

RECIPIENT

Charles R. Probst, Jr., /s/

Hon. Charles R. Probst, Jr., Co. Commissioner

Belmont County

Courthouse

101 West Main Street

St. Clairsville, OH 43950-

WITNESS *Jayne Long /s/*

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

By: *Paul Michael Miller /s/*

Michael Miller, Director

Ohio Public Works Commission

65 East State Street

Suite 312

Columbus, OH 43215

WITNESS *Kimberly Killian /s/*

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant Prosecutor

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

OPEN PUBLIC FORUM – Richard Hord asked if there was anything to report from the meeting held with a private developer regarding the former Hab Center. Mr. Coffland stated there was nothing to announce yet. Mrs. Favede advised the property has been deeded over to the Port Authority and they will be handling that property from now on.

Mr. Hord asked what the board felt was some of their most outstanding achievements to date in 2012. Mrs. Favede noted the county's efforts on behalf of the oil and gas industry. She said the Oil & Gas Expo held in April was phenomenal. Over 2,000 people attended, and then shortly thereafter the Oil & Gas Career Expo was held with over 900 people attending. Those efforts go beyond the normal everyday operations. Also noted was working proactively with Commissioners and Auditors in other counties seeing some of the severance taxes returned to local government. At this point we are being told the Governor has no intention of returning any of those monies to local government. Mrs. Favede also noted the historic sheriff's residence renovations and the people who have now changed their minds and support the project is a huge accomplishment.

Mr. Coffland stated there are more jobs coming to the county now than ever. He said Belmont County's unemployment rate, since this board has been in place, has gone down almost 5 points. This is the third consecutive year that our CAFR shows our debt is going down and has not gone up. He said before this administration it had gone up every year. He said that speaks a lot for this commission. Both the Department of Development and the Port Authority are bringing new jobs. Every week there is a new announcement. Mr. Coffland said that is hard work by a lot of people and it shows.

Mrs. Favede said we would be remiss if we did not mention that Larry Merry's proudest moment for 2012 may actually be closing on the armory. Larry said he should have a deed this week. This process started three (3) years ago with a combined effort of many people working together. This building is going to go from costing the taxpayers' money to generating jobs. Mrs. Favede also remarked that getting the Neffs Sanitary Sewer System Project done is quite an accomplishment.

Mr. Jagucki asked if the renovated historic sheriff's residence will be used for county offices. Mrs. Favede explained that it was a Tourism grant and can only be used for Tourism purposes. Mr. Hord asked about plans for the rest of the building. Mrs. Favede advised that she successfully submitted the Phase Two grant application through Ohio Dept. of Transportation Federal Enhancement Program. It was accepted and we have made it past the second round. That looks very good. Following on what the intention of that building always was, it would house records. Mrs. Favede said because of the way the building is set up and because it is a restoration project, we really wouldn't be looking into tearing down the inside of it, but restoring it and housing records. We have an increased demand on records that need to be available on a daily basis in this facility and we can't house them here. She said we could house them next door and they would still be accessible without employees having to leave and drive out to the Belmont County Records facility, which is the Oakview Building.

Mrs. Favede invited those present to stop up to see the renovations to the Clerk of Courts Office and the Law Library. Those offices recently switched due to the need for more space in the Clerk's Office. This in turn gave the Law Library private meeting rooms for attorneys which the courts really needed.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:25 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1025 a.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

Read, approved and signed this 11th day of July, 2012.

COUNTY COMMISSIONERS

Charles R. Probst, Jr. – Absent

We, Ginny Favede and Kathy Marino, Vice-President and Assistant Clerk, respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

VICE PRESIDENT

ASSISTANT CLERK