CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: October 1, 2019

Account Code No. #:

Budgeted Amount: N/A

Community Development
Originating Department

Sam Perry
Prepared By

September 27, 2019
Date Prepared

HAPC MEETING REPORT – SEPTEMBER 11, 2019

There were no new cases for Certificate of Appropriateness review at this meeting.

Old Business
The Commission reviewed a staff-assembled brochure on historic district paint color combinations from a variety of vendors. The intent of the guide as requested by the Commission is for general suggestions only not as a regulatory tool. Suggestions for commercial and mixed-use buildings still needed to be prepared. This may be a task for a consultant.

The Commission discussed how to create a methodology for cataloging and assessing candidate sites that are located outside of regulated historic districts. Some field walks had taken place by Commission members but a comprehensive methodology still needed to be developed. The consensus among the Commission was to break down the community into smaller segments (quadrants) and test some methods in cooperation with the Smith Library of Regional History. Vice Chair Skoglind would work with staff to take another look at how to do this. The intent being to capture both architectural significance and historical significance. Assessing and determining the significance could result in honorary designations rather than regulatory controls. There could be a range of tools available to bring community awareness to the significance of individual sites or neighborhoods.

Next meeting: October 9, 2019, 6:00 p.m.

Department Head: SP / 9-27-19

City Manager: DRE / 9/27/19

A Special Meeting of the Oxford City Council was called to order by Mayor Kate Rousmaniere on Friday, September 13, 2019 at 12:45 p.m. Council members present were Steve Dana, David Prytherch, Chantel Raghu, Mike Smith and Edna Southard. Glenn Ellerbe was absent.

Staff members present: Doug Elliott, City Manager and Sam Perry, Community Development Director.

ADJOURN TO EXECUTIVE SESSION

Mr. Dana moved to adjourn to Executive Session at 12:45 p.m. pursuant to Ohio Revised Code Section 121.22(G)(1) for the purpose of discussing the appointment of a public official. Ms. Southard seconded. The motion passed by the following roll call:

AYE: Mr. Dana, Mr. Prytherch, Ms. Raghu, Mr. Smith, Ms. Southard, Mayor Rousmaniere (6)

NAY: None (0)

ABS: None (0)

ADJOURN FROM EXECUTIVE SESSION

Mr. Smith moved to adjourn from Executive Session at 5:20 p.m. Mr. Dana seconded. The motion passed 6-0-0.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott

Police
Originating Department

Council Meeting Of: October 1, 2019

Account Code No. #: N/A

John A. Jones
Prepared By

Budgeted Amount: N/A

September 23, 2019
Date Prepared

Agenda Title: Resolution authorizing the City Manager on behalf of the Division of Police to accept the Ohio Department of Public Safety OVI grant in the amount of $225,000.

Recommendation: Approve

Discussion: The Oxford Division of Police is the lead agency for a grant from the Ohio Department of Public Safety for the Butler County OVI Task Force for FY2020.

The administration of the grant involves both police and finance personnel. Oxford would serve as the lead agency for FY2020. There are 13 police agencies within Butler County that participate in the grant program and funding for FY2017 is $225,000. This amount would be awarded to Oxford for distribution to participating agencies according to the terms of memorandums of understanding executed by officials of those 13 agencies. Funding through the program is essentially completed on a reimbursement basis. Participating agencies pay their officers and then submit reimbursement from Oxford. Reimbursements are on a monthly basis.

Approved By:

	Initial	Date
Department Head:		9/26/19
City Manager:	DRE	9/27/19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE OHIO DEPARTMENT OF PUBLIC SAFETY OVI GRANT IN THE AMOUNT OF $225,000.00 ON BEHALF OF THE OXFORD POLICE DIVISION AS LEAD AGENCY FOR THE ADMINISTRATION OF THE GRANT TO FUND THE BUTLER COUNTY OVI TASK FORCE OPERATIONS FOR 2020.

WHEREAS, the City Manager and the Police Chief recommend the City Manager be authorized to accept the Ohio Department of Public Safety OVI grant in the amount of $225,000.00 on behalf of the Oxford Police Division as Lead Agency for the administration of the grant to fund the Butler County OVI Task Force operations for 2020.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and hereby authorizes the City Manager to accept the Ohio Department of Public Safety OVI grant in the amount of $225,000.00 on behalf of the Oxford Police Division as Lead Agency for the administration of the grant to fund the Butler County OVI Task Force operations for 2020.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)

OHIO DEPARTMENT OF PUBLIC SAFETY
SAFETY · SERVICE · PROTECTION

- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio State Highway Patrol

Mike DeWine, Governor
Thomas J. Stickrath, Director

1970 West Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081
(614) 466-3383
www.publicsafety.ohio.gov

September 4, 2019

Chief of Police John Jones
Oxford Division of Police
11 S. Poplar St.
Oxford, Ohio 45056

Attention: Peter Reising, Coordinator

Re: FFY 2020 Grant # OVI-2020-Oxford Division of Police-00011

Dear Chief Jones:

The Federal Fiscal Year (FFY) 2020 grant proposal referenced above is approved for $ 225,000.00. The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version". The GRANTS Plus system/PDF version, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. **Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.**

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The "Authorized to Proceed Date" for this agreement is **October 1, 2019.** The "Agreement Termination Date" is **September 30, 2020.** The only costs eligible for reimbursement under this agreement **are approved costs incurred within these dates.**

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus. The representative assigned to this agreement is Kelvin Williams and can be contacted at 614-466-3170.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2019.

Catalog of Federal Domestic Assistance (CFDA)	Description	Amount	FAIN Number
20.616	National Priority Safety Programs	$ 225,000.00	39A3751930000405DOHL

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2020. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

HB Homan

Staff Lieutenant Herbert Homan
Ohio Traffic Safety Office

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Parks and Recreation
Originating Department

Council Meeting Of: October 1, 2019

Account Code No. #: N/A

Prepared By: Casey D. Wooddell

Budgeted Amount: N/A

Date Prepared: Sept. 16, 2019

Agenda Title: Oxford Recreation Board Meeting, 9/12/2019

Recommendation: Approve

Attendance: Present: Ken Bogard, Edna Southard, Wes Cole, Kevin Ackley
Liaisons: Casey Wooddell, City Staff; Deanna Barbour, Secretary

Discussion:

Oxford Recreation Board (ORB) members met Thursday, September 12 at 11:30am at the Oxford Aquatic Center .

PARKS AND RECREATION:
Mr. Wooddell discussed the summer season and the Oxford Aquatic Center, noting the number of visitors in 2019 compared to 2018. Specifics can be found in the meeting minutes. The Board also discussed an option for getting more Senior age visitors to the facility, as that was the lowest demographic total of any age group. This will be an area to consider for 2020. Mr. Wooddell also discussed the winterization process, and mentioned Patterson Pools would be on site Sept. 24-25 to walk through the process for the first year.

Mr. Wooddell also noted the new OPRD Activity Guide for October 2019 – March 2020 is online and coming in print very soon. Lastly, the location of the old pool site is nearly complete, and Mr. Wooddell briefly discussed some potential long-term plans of the TRI Board for that location.

TALAWANDA UPDATES:
Mr. Cole noted the early success of the Talawanda Football Team, as well as several other fall sports seasons currently in action. Mr. Cole informed the board of the homecoming festivities and dates coming up on October 10-12, with a parade, homecoming game and dance. Mr. Cole also noted that Youth Football Night will be Friday, September 20, where all local youth football players will be recognized on the field before the game.

MIAMI UPDATES:
Mr. Ackley mentioned the record size of Miami's incoming freshman class this fall. Mr. Ackley also mentioned the popularity and recent growth of e-sports, and asked if Parks and Recreation had considered this option for programming.

NEW BUSINESS:
The Recreation Board will begin the process of creating a five year plan, with an emphasis on the projected 5-year CIP plan submitted by the Parks and Recreation Department in terms of facilities and projects. Mr. Wooddell also noted there is likely to be brand new tennis/pickleball courts constructed in 2020 at the TRI Community Center, as long as the CIP budget is passed by City Council.

Next meeting: October 10, 2019 at Oxford Municipal Building

Meeting adjourned 12:35pm

Approved By:	Initial Date
Department Head:	CDW \ 9/16/2019
City Manager:	DRE \ 9/27/19

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: October 1, 2019

Account Code #: N/A

Budgeted Amount: $ N/A

Service Department
Originating Department

Michael B. Dreisbach
Prepared By

September 18, 2019
Date Prepared

Agenda Title: Authorization to Submit Eligible Projects to Butler County Board of Commissioners for the 2020 CDBG Program Year Application

Recommendation: Approval

Discussion:

The City expects to receive approximately $113,000 in FY2019 from Community Development Block Grant (CDBG) funds administered by the Butler County Board of Commissioners. Of this amount, $96,000 will be available for eligible improvements in the City of Oxford. These funds have traditionally been used for the removal of architectural barriers from street corners in the City and the installation of new handicapped accessible ramps to improve access to the City's sidewalk network. The balance of the funds ($17,000) will be used for administration of the CDBG program.

Application for these funds requires a Resolution of Council recommending the project. Staff is completing the City's application, due November 6, 2019 and has compiled a listing of proposed sidewalks and curb ramps for reconstruction to meet ADA requirements; this listing is attached as Exhibit "A". It is Staff's recommendation that the City Council authorize the City Manager to submit an application to Butler County for 2020 CDBG funds for these purposes.

Should the City Council authorize this application and the construction is completed, it will take approximately four years to construct curb ramps at locations where they currently do not exist or are in need of maintenance for compliance with ADA standards. The current estimate to complete this work (excluding the 2020 program year) is approximately $375,000.

Once funds have been approved by the federal government (HUD), Staff will advertise the project for bids (typically in fourth quarter of the year), and present a recommended contract for construction to the City Council for contract authorization.

Approved By:

	Initial	Date
Department Head:	MBD	9/26/19
City Manager:	DRE	9/27/19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT ELIGIBLE PROJECTS TO THE BUTLER COUNTY BOARD OF COMMISSIONERS FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) YEAR APPLICATION.

WHEREAS, the City Manager authorizes construction projects for sidewalk and handicap ramp improvements by utilizing CDBG funds administered by the Butler County Board of Commissioners; and

WHEREAS, the City will receive approximately $113,000.00 from CDBG funds in 2020. Of these funds, $96,000.00 will be used for sidewalk and handicap ramp improvements within the City of Oxford as set forth on Exhibit "A" attached hereto. The remaining $17,000.00 or approximately fifteen percent (15%) of the funds will be used for the administration of the program.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: The City Manager is authorized to submit the recommended projects for year 2020 funds and to take all actions necessary to comply with all requirements and commitments for approval of the projects.

SECTION 2: Once HUD has approved the funds for the projects, the City will advertise the projects for bids and authorize a contract for sidewalk and handicap ramp improvements within the City of Oxford.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

_____
MAYOR

ADOPTED:

ATTEST

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

DIRECTOR
David C. Fehr

ECONOMIC DEVELOPMENT
513.887.3412

AIRPORT
513.887.0444

COMMUNITY DEVELOPMENT
513.785.5391

BUILDING & ZONING
513.887.3205

PLANNING
513.887.3413

130 High Street, 6th Floor
Hamilton, Ohio 45011

513.887.3412
david.fehr@bcohio.us

development.bcohio.us

COMMISSIONER
Donald L. Dixon

COMMISSIONER
Cindy Carpenter

COMMISSIONER
T.C. Rogers

Butler County
DEVELOPMENT

BUTLER COUNTY COMMUNITY DEVELOPMENT
2020 Application Information for: **CDBG** & **HOME** Programs

2020 Program Information

Enclosed you will find the Application Packet for the 2020 Entitlement Program. Please ensure all information and documentation requested in the application has been included for a complete and concise project submission. This information provides the criteria to qualify projects at the federal level and to make informed and responsible recommendations at the local level.

The Application Packet contains the following information:

- 2020 Application
- Income Survey
- Survey Summary
- Guide to National Objectives & Eligible Activities

BUDGET

The 2020 allocation has not been determined at this time. For planning purposes, the 2019 budget will be used until the 2020 allocations have been announced. In 2019, Butler County received $1,231,253 in CDBG funds and $732,869 in HOME funds.

CONSOLIDATED PLANNING COMMITTEE

The Consolidated Planning committee exists to provide insight and guidance to project selection, composed of individuals of varying backgrounds and experiences. The Consolidated Planning Committee takes part in reviewing all project submittals and will recommend the selection of projects to the Board of Commissioners, who will have the final determination of project funding.

The following departments are represented on the Consolidated Planning Committee:

- Butler County Department of Development
- Butler County Engineer's Office
- Butler County Water & Sewer Department
- Butler County Department of Job & Family Services
-

APPLICATION DUE: **BY NOVEMBER 6, 2019 @ 4:00pm**

Butler County
COMMUNITY DEVELOPMENT

APPLICATION GUIDELINES

1. All applications must be typed.
2. Application must be completed, in its entirety, upon submission.
3. Completed application must contain:
   - All requested information
   - Supplemental attachments
   - Required signatures
   - Formal approval of submission of application(s)
     ie: resolution, ordinance, etc.
4. One original of each application must be received no later than November 6, 2019 @ 4:00pm
5. **To request Estimates from Butler County Engineers Office:** Contact Melissa Taylor at BCEO by Phone: 513-785-4115 or email: TaylorM@bceo.org as soon as possible and before October 1, 2019. **BCEO will need 30 days' notice to provide an estimate before the application deadline.**
6. Any questions regarding this application should be directed to our office.
7. **NEW!** The 2020 Application is now available as a fillable PDF at the Butler County Website: development.bcohio.us. Click on Community Development.

2020 TIMETABLE

September 4, 2019	Application Packets out
September 23, 2019	Public Hearing at Commissioners Meeting
November 6, 2019	**Project Proposals Due**
Dec. 2019	Review of Projects
Jan. 2020	Projects Selected
March 15, 2020	2020 Action Plan deadline to HUD
May 1, 2020	Program Year begins

There will be a public hearing relative to the Entitlement Program on September 23, 2019 at 9:30 am. This will be held in the Commissioners' Hearing Room located on the second floor of the Butler County Government Services Center, 315 High Street, Hamilton, Ohio. The public hearing is for informational purposes; applicants are welcome to attend but this is not required.

Regards,

BUTLER COUNTY DEPARTMENT OF DEVELOPMENT

Desmond J. Maaytah
Community Development Manager

CC: County Commissioners (3)
County Administrator
Consolidated Planning Committee (4)
File

EXHIBIT A

CDBG Sidewalks and Handicap Ramp Improvements

9/6/2019

ONGOING LIST OF INTERSECTIONS WHICH ARE NOT UP TO ADA STANDARDS (Rough Est. Qtys)

Location	Lin Ft.Curb Removal & Replacement	Sq ft Sidewalk / Ramp Removal & Replacement	# of Detectable Warning Mats on each Sidewalk Ramp	NOTES
Merry Day & Michelle ?????				POSSIBLE 2020
NE	25	150	1	
NW	25	150	1	
SE	25	150	1	
SW	25	150	1	
Merry Day & Judy ?????				POSSIBLE 2020
SE	25	150	1	
SW	25	150	1	
Chestnut & Oak				POSSIBLE 2020
NE	0	100	1	
Chestnut & Cedar				POSSIBLE 2020
SE	10	75	1	
SW	10	200	2	
Chestnut & Silvoor				POSSIBLE 2020
SE	0	60	1	
Chestnut & Maple				POSSIBLE 2020
NE	40	150	1	
NW	40	150	2	
SW	20	100	1	
Maple & Garrod				POSSIBLE 2020
NE	0	75	1	
SE	0	75	1	
Maxine & Melissa				POSSIBLE 2020
NE	0	150	1	
NW	0	100	1	
Maxine & Sandra				POSSIBLE 2020
NE	20	150	1	
NW	20	150	1	
SW	20	150	1	
Sandra & Glenview				POSSIBLE 2020
NE	0	60	1	
NW	0	60	1	
Poplar & Central				POSSIBLE 2020
SW	20	100	1	2/4 Ramps completed
Poplar & Rose				POSSIBLE 2020
NW	20	100	1	6/8 Ramps completed
SW	20	100	1	
Poplar & Linden				POSSIBLE 2020
NW	20	100	1	4/6 Ramps completed
SW	20	100	1	
Poplar & Wooster				POSSIBLE 2020
NW	20	100	1	6/8 Ramps completed
SW	20	100	1	
Wooster & Oberlin				POSSIBLE 2020
SE	25	75	1	
SW	25	75	1	
Chestnut & McGuffey				POSSIBLE 2020
NE	0	100	1	
NW	0	100	1	
College & Central				POSSIBLE 2020
NE	20	125	1	
SE	20	125	1	
Beech & Central				POSSIBLE 2020
SE	20	75	1	
SW	20	75	1	
Totals of each	600	4155	39	
2019 CDBG Price	$ 37.00	$ 10.00	$ 225.00	
2019 cdbg Price +20%	$ 44.40	$ 12.00	$ 270.00	
Estimated Cost	$ 26,640.00	$ 49,860.00	$ 10,530.00	

Total Estimate $ 87,030.00

Location	Lin Ft.Curb Removal & Replacement	Sq ft Sidewalk / Ramp Removal & Replacement	# of Detectable Warning Mats on each Sidewalk Ramp	NOTES
Oak & Spring	MIAMI UNIVERSITY			Alternate to 2020
SW	0	50	1	
College & Chestnut				Alternate to 2020
SW	0	50	1	Damaged Fiberglass mat
Chestnut & Kehr				Alternate to 2020
NE	15	125	1	
NW	15	125	1	
SE	15	125	1	
SW	15	125	1	
Chestnut & Arrowhead				Alternate to 2020
NE	10	45	1	
Kehr & Gardenia				Alternate to 2020
SE	12	50	1	
Gardenia & Callie (Apricot?)				Alternate to 2020
NE	0	50	1	
NW	0	50	1	
Gardenia & Silverleaf				Alternate to 2020
NE	0	50	1	
SE	0	50	1	
SW	0	50	1	
Kehr & Roberts				Alternate to 2020
NW		60	1	
SW	0	60	1	
Roberts & Morgan Cir				Alternate to 2020
SE	10	150	1	
SW	0	150	1	
Totals of each	92	1365	17	
2019 CDBG Price	$ 37.00	$ 10.00	$ 225.00	
2019 CDBG Price +20%	$ 44.40	$ 12.00	$ 270.00	
Estimated Cost	$ 4,084.80	$ 16,380.00	$ 4,590.00	

Total Estimate $ 25,054.80

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: October 1, 2019

Service Department
Originating Department

Account Code #: N/A

Michael Dreisbach
Prepared By

Budgeted Amount: N/A

September 23, 2019
Date Prepared

Agenda Title:	Release of Public Improvement Bond for Long Meadow Subdivision – Phase 5

Recommendation:	Approve

Discussion:

Long Meadow Subdivision, Phase 5, is now complete and has been constructed in conformance with plans and specifications approved by the City. To date, all bonds and liens related to this development have been released by the City with the exception of a $4,250 bond for assurance that any remaining trees required for planting would be installed by the Developer.

The Developer has now completed all requirements related to public improvements in Long Meadow Subdivision – Phase 5 and has requested the release of the remaining bond for the development. Staff recommends the City Council authorize the release of the remaining bond for this subdivision.

Approved By:

	Initial	Date
Department Head:	MBD	9/23/19
City Manager:	DRE	9/27/19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE RELEASE OF A PUBLIC IMPROVEMENT BOND IN THE FORM OF A CASHIERS CHECK IN THE AMOUNT OF $4,250.00 FOR LONG MEADOW SUBDIVISION, SECTION 5.

WHEREAS, the Developer (Muskopf, Inc.), has met met the terms and conditions for which a public improvement bond in the form of a cashiers check in the amount of $4,250.00 was given to the City of Oxford.

WHEREAS, the City Manager and the City Engineer recommend Oxford City Council authorize the release of the public improvement bond in the form of a cashiers check in the amount of $4,250.00 for Long Meadow Subdivision, Section 5.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council accepts the recommendation of the City Manager and the City Engineer and authorizes the City Manager and the City Engineer to take all steps necessary to release the public improvement bond in the form of a cashiers check in the amount of $4,250.00 for Long Meadow Subdivision, Section 5.

SECTION 2: The release is hereby given upon report from the City Engineer that the work secured by the public improvement bond in the form of a cashiers check has been satisfactorily completed.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Manager
Originating Department

Council Meeting Of: October 1, 2019

Doug Elliott
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

September 20, 2019
Date Prepared

Agenda Title: A Resolution of Council naming Christopher R. Conard, Attorney at Coolidge Wall Co., L.P.A. as City Attorney for the City of Oxford effective October 1, 2019.

Recommendation: Adopt the Resolution.

Discussion:

The City received four proposals from law firms interested in providing legal services to the City.

Council met in Executive Session on Tuesday, September 17, 2019 to discuss the City Attorney interviews that took place on Friday, September 13, 2019.

Council has decided to continue utilizing the services of Coolidge Wall Co. L.P.A. with Christopher R. Conard named as City Attorney.

The attached Resolution names Christopher R. Conard as City Attorney for the City of Oxford in accordance with the terms set forth in Exhibit "A" attached hereto.

Approved By:

	Initial Date
Department Head:	
City Manager:	DRE 9/27/19

RESOLUTION NO.

A RESOLUTION OF COUNCIL NAMING CHRISTOPHER R. CONARD, ATTORNEY AT COOLIDGE WALL CO., L.P.A. AS CITY ATTORNEY FOR THE CITY OF OXFORD EFFECTIVE OCTOBER 1, 2019.

WHEREAS, the City of Oxford desires to retain the services of Coolidge Wall Co., L.P.A. to provide legal services to the City of Oxford; and

WHEREAS, the City of Oxford desires to name Christopher R. Conard, attorney at Coolidge Wall Co., L.P.A., as City Attorney for the City of Oxford in accordance with the terms set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Coolidge Wall Co., L.P.A. desires to provide legal services and authorizes Christopher R. Conard to be named City Attorney for the City of Oxford in accordance with the terms set forth in Exhibit "A" attached hereto and incorporated herein by reference.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOVES THAT

SECTION 1: City Council hereby names Christopher R. Conard, attorney at Coolidge Wall Co., L.P.A., as City Attorney for the City of Oxford in accordance with the terms set forth in Exhibit "A" attached hereto and incorporated herein by reference effective October 1, 2019.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

EXHIBIT "A"

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this **1st day of October, 2019** by and between the City of Oxford, whose address is 15 South College Avenue, Oxford, Ohio 45056 and Coolidge Wall Co., L.P.A., whose address is 33 West First Street, Suite 200, Dayton, Ohio 45402.

WHEREAS, the City of Oxford desires to retain the services of Coolidge Wall Co., L.P.A. to provide legal services to the City of Oxford; and,

WHEREAS, the City of Oxford desires to name Christopher R. Conard, attorney at Coolidge Wall Co., L.P.A., as City Attorney for the City of Oxford;

WHEREAS, Coolidge Wall Co., L.P.A. desires to provide legal services and authorize Christopher R. Conard to be named City Attorney for the City of Oxford in accordance with the terms outlined herein.

NOW, THEREFORE, the parties agree as follows:

1. The City of Oxford shall pay to Coolidge Wall Co., L.P.A in the form of a legal services retainer, the sum of Eighty-Five Thousand Dollars ($85,000.00) per year. Said sums shall be payable in twelve (12) equal monthly installments commencing on October 1, 2019. No deductions for health insurance or public employee's retirement benefits shall be made from said compensation. Any written waivers necessary to effectuate the waiver of any benefits shall be executed by Coolidge Wall Co., L.P.A. and/or Christopher R. Conard, Esq.
2. In exchange for the aforementioned legal services retainer of Eighty-Five Thousand Dollars ($85,000.00) per year, Christopher R. Conard, or a licensed attorney employed by Coolidge Wall, L.P.A. working at Mr. Conard's direction, shall provide the following legal services: the approval and drafting of legislation;

attendance at all regularly scheduled meetings of City Council, Planning Commission and Board of Zoning Appeals; attendance at one (1) staff meeting per month; attendance at special meetings as requested; providing legal opinions to the City Manager, Department Heads and elected and appointed officials; review of legal agreements pertaining to the ordinary course of daily business of the City; drafting of legal agreements pertaining to the ordinary course of daily business of the City and attention to other such matters as are necessary to carry out the duties of City Attorney.

3. All other Coolidge Wall Co. L.P.A. employees providing services under the terms of this Agreement shall work under the direct supervision of a licensed attorney who shall at all times remain responsible for the performance of said work.
4. In addition to the foregoing legal services retainer, legal services rendered to the City by Coolidge Wall Co., L.P.A. in connection with litigation, or in connection with matters which are not legal issues addressed by the City in the ordinary course of daily business (otherwise known as outside retainer matters) shall be compensated on a case-by-case basis at an hourly rate of One Hundred Thirty Five Dollars ($135.00) per hour. Prior to initiating an outside retainer matter to be billed at an hourly rate, Mr. Conard shall acquire the approval of the Oxford City Manager. Coolidge Wall Co., L.P.A. shall keep records of time spent and expenses incurred for such litigation or other outside retainer matters and shall bill the City for payment by detailed monthly invoice.
5. The City will re-negotiate two (2) labor contracts in 2019. Mr. Conard will serve as labor counsel to negotiate and, if needed, mediate, those contracts for a maximum fee of Two-Thousand Dollars ($2,000.00) per contract.
6. Either the City or Coolidge Wall Co., L.P.A. may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. In the event of termination, all unpaid legal services that are due and owing shall be paid up to and including the period of notice.
7. Coolidge Wall Co., L.P.A. may periodically request reasonable retainer and hourly rate increases.

8. This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions stated is accepted as of the later date this document is signed by both parties.

City of Oxford, Ohio

By_____

Douglas R. Elliott, Jr., City Manager

Coolidge Wall Co., LPA

By _____

Christopher R. Conard

Coolidge Wall, Vice- President

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott

Police
Originating Department

Council Meeting Of: October 1, 2019

Account Code No. #: N/A

John A. Jones
Prepared By

Budgeted Amount: N/A

September 23, 2019
Date Prepared

Agenda Title: Resolution authorizing the City Manager to enter into an agreement with Peter M. Reising to perform consulting services and to function as the Butler County OVI Task Force Coordinator for the 2020 grant funded through the Ohio Department of Public Safety. The Oxford Division of Police is the lead agency responsible for the administration of the grant.

Recommendation: Approve

Discussion: The Oxford Division of Police is the lead agency for a grant from the Ohio Department of Public Safety for the Butler County OVI Task Force for FY2020. Peter M. Reising has been the OVI Coordinator since 2015 and has been coordinating the grant as a contractual employee of the City since his retirement in March 2016. The Police Chief would like to continue this arrangement for the FY2020 grant cycle.

Approved By:

	Initial	Date
Department Head:	JAJ	9/26/19
City Manager:	DRE	9/27/19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PETER M. REISING TO PERFORM CONSULTING SERVICES AND TO FUNCTION AS THE BUTLER COUNTY OVI TASK FORCE COORDINATOR FOR THE 2020 GRANT FUNDED THROUGH THE OHIO DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, the City has been designated as lead agency responsible for the administration of a grant received from the Ohio Department of Public Safety to operate the Butler County OVI Task Force; and

WHEREAS, Peter M. Reising has been the OVI Coordinator since 2015 and has been coordinating the grant as a contractual employee of the City since his retirement in March of 2016. The Police Chief recommends this arrangement continue for the FY2020 grant cycle.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, OHIO, THAT:

SECTION 1: Council accepts the recommendation of the Police Chief and hereby authorizes the City Manager to enter into an agreement with Peter M. Reising as a contractual employee acting as the OVI Task Force Coordinator for the FY2020 grant cycle.

SECTION 2: A copy of the proposed agreement with Peter M. Reising is attached hereto and incorporated herein as Exhibit "A".

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT entered into this 1st day of October, 2019 by and between the CITY OF OXFORD, OHIO, a municipal corporation of the State of Ohio (hereinafter referred to as the "City") and **PETER M. REISING**, 4071 California Road, Okeana, Ohio 45053 (hereinafter referred to as the "Coordinator").

I. RECITALS

The City, in association with a number of Butler County law enforcement agencies has received a FFY 2020 OVI grant funded through the Ohio Department of Public Safety. This grant will be used to fund the Butler County OVI Task Force activities related to enforcement of laws related to operating a motor vehicle while under the influence. The Oxford Police Department has been selected as the lead agency responsible for administration of the grant.

Pursuant to this end, a Management Coordinator is to be hired, and Peter M. Reising has agreed to act as the Management Coordinator (hereinafter referred to as the "Coordinator") to perform the consulting services under the following agreement:

II. TERMS OF THE AGREEMENT

A. Services to be performed. City agrees to hire the Coordinator to provide all necessary labor, materials and record keeping in order to perform the Coordination Services for the FFY 2020 OVI grant. The Scope of Services to be performed includes compliance with all Terms and Conditions for Ohio Traffic Safety Office (OTSO) Grants as described in the FFY 2020 Competitive Grants Proposal and Award of Grant documents, compliance with any Special Conditions for OVI Task Forces as in the FFY 2020 Competitive Grants Proposal and Award of Grant documents, and submission of all required data and reports as required by this grant.

B. Term. The Agreement shall become effective **October 1, 2019** and shall continue to be in effective until **September 30, 2020** unless terminated as set forth below.

C. Compensation. As compensation for the services performed by the Coordinator to City will be at the following schedule.

   a. All activities and work performed by Coordinator shall be compensated at a rate **of Fifty-six Dollars and .36 cents ($56.36) per hour**. The entire amount of compensation shall not exceed the total of **Twenty-Nine Thousand and Five Hundred and Eighty-Nine Dollars ($29,589.00)** dollars for a maximum 525 hours of work to be spread throughout the term of this Agreement.

   b. Additional Obligations and Covenants of the Coordinator. As part of this agreement, the Coordinator agrees to the following items.

D. In performing the services under this Agreement, the Coordinator shall comply with, and bear the cost of compliance with all applicable local, state, and federal requirements.

E. Coordinator shall be responsible for and pay all federal, state and local taxes, including but not limited to all income and withholding taxes.

F. Except with respect to payment for services, in order to receive the compensation listed above, the Coordinator must submit invoices to the City detailing the amount due, either on a bi-weekly or monthly basis, as may be determined by the City. In no event, shall billing be for a period in excess of 31 days.

G. Obligations of the City. In the performance of this Agreement, the City agrees to be accessible to the Coordinator, to comply with all reasonable requests of the Coordinator and to provide the

Coordinator reasonable access to documents that may be necessary to perform the services under this agreement.

H. Status of the Coordinator. It is understood and intended by both parties that the Coordinator, in performing the Services herein and receiving the compensation for such services, shall be acting as an independent contractor for the City and not as an employee or agent of the City. In that regard, no taxes or benefits shall be withheld from the compensation to be paid to the Coordinator, nor shall any such benefits, including, but not limited to unemployment compensation premiums or Workers' Compensation premium accrue to the Coordinator or be paid by the City on behalf of the Coordinator.

I. Indemnifications. Not withstanding any provision in this Agreement or any attachment or exhibit hereto, Coordinator shall indemnify and hold harmless against any and all liability imposed or claimed, including reasonable attorney fees and other legal expenses by and person or entity arising directly or indirectly from an act or failure to act by the Coordinator its employees, agents or subcontractors and in which injury or death to any person or damage to property is caused.

J. Termination

a. This Agreement may be terminated upon the delivery of a written notice of termination to the other party at least fifteen (15) days before the effective date of the termination.

b. The City may terminate the Agreement effective immediately upon the material breach of this Agreement, including but not limited to, falsification of documents, dishonesty, theft or other intentional breach. In such an event, no further compensation will be due.

K. Equal Employment Opportunity

a. The Coordinator will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Coordinator will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color religion, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Coordinator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Coordinator will, in all solicitations for advertisement for employees place by or on behalf of the Coordinator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Coordinator will comply will all provisions of Executive Order No. 11246 of September 24, 1965 and be the rules regulations and relevant orders of the Secretary of Labor.

d. The Coordinator will furnish all information and reports required by Executive Order No. 12246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto and will permit access to books, record and accounts by the contracting agency and Secretary of Labor for purposes of investigation ascertain compliance with such rules, regulation and orders.

e. In the event of the Coordinator's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders this agreement may be cancelled, terminated or suspended in whole or in part, and the Coordinator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No' 11246 of September 24, 1965 and such other

sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 25, 1965 or by rules, regulations or order of the Secretary of Labor or as otherwise provided by law.

f. The Coordinator will include the provisions of subparagraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issue pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor vendor. The Coordinator will take such action with respect to any subcontractor or purchase order as the Contract Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Coordinator becomes involved in, or is threatened with litigation with a sub- contract or Coordinator or vendor as a result of such direction by the Contracting Agency, the Coordinator may request the United States to enter into such litigation to protect the interest of the United States.

L. Segregated Facilities. The Coordinator will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

M. Conflict of Interest. The Coordinator will abide by the provision that no member, officer or employees of the grantee, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

N. Copeland "Anti-Kick Back Act. The Coordinator agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Coordinator shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which is otherwise entitled.

O. Termination of Agreement for Cause. If, through any cause, the Coordinator shall fail to fulfill in a timely and proper manner her obligations under this contract, or if the Coordinator shall violate any of the covenants, agreements or stipulations of this contract, the City shall there upon have the right to terminate this agreement by giving written notice to the Coordinator of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Coordinator under this agreement shall, at the option of the City, become its property and the Coordinator shall be entitled to received just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Coordinator shall not be relived of liability to the Agency for damages sustained by the City, by virtue of any breach of the agreement by the Coordinator, and the City may withhold any payments to the Coordinator for purpose of set off until such time as the exact amount of damages due the City from the Coordinator is determined.

P. Termination of Contract for Convenience. Either party may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date such termination. If the Agreement is terminated by the City as provided herein, the Coordinator will be paid an amount based on the time and expenses incurred by the Coordinator prior to the effective date of such termination.

Q. Miscellaneous Terms.

a. This agreement shall comprise the entire agreement and shall supersede any and all other agreements between the parties, whether verbal and written.

b. The laws of the State of Ohio shall control the validity, effect and interpretation of the Agreement.

c. If any part, clause, provision or condition of this Agreement is held to be void, invalid or inoperative, such voidness, invalidity or inoperativeness shall not affect any other clause, provision or condition hereof; but the remainder of this Agreement shall be effective as though such clause, provision or condition had not been contained herein.

d. Any notices of any communication required or permitted by this Agreement to be delivered to or served on either shall be deemed properly delivered to, served on, and received by other party when personally delivered to the party or in lieu of such personal service, when deposited in the United States mail, certified with postage prepaid, addressed to the party. Unless notified in writing otherwise, the following shall be used for notices.

City of Oxford	Coordinator
Chief John A. Jones Oxford Police Department 11 S. Poplar Street Oxford, OH 45056	Peter M. Reising 4071 California Road Okeana, OH 45056

With a Second Copy to:

Lt. Lara Fening
Oxford Police Department
11 S. Poplar Street
Oxford, OH 45056

e. The parties agree that the approval and acceptance of this Agreement may be executed in any number of counterpart signature pages, all of which taken together shall constitute one and the same instrument, and any party or signatory hereto may execute its approval and acceptance of the Agreement by signing any such counterpart.

R. Prohibition Against Assignment. The duties and obligations under this Agreement may not be assigned by the Coordinator without the prior written consent of the City.

Now therefore, the parties by and through their authorized officers have executed this Agreement on the _____ day of _____, 2019.

Witness:	Peter M. Reising:
_____	_____
Witness:	City of Oxford:
_____	_____ Douglas R. Elliott, Jr. City Manager
Approved as to form:	Approved as to content:
_____ Christopher R. Conard Law Director	_____ John A. Jones Chief of Police

Agreement with Peter M. Reising dated October 1, 2019

CERTIFICATE

The undersigned Finance Director for the City of Oxford, Ohio, hereby certifies that funds to cover payment for services or supplies embodied in this contract are presently available or in the process of collection and that Council has appropriated money for this purpose, and it remains unencumbered.

_____

Joe Newlin
Finance Director

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: October 1, 2019

Account Code #: Not Applicable

Budgeted Amount: Not Applicable

Service Department
Originating Department

Michael B. Dreisbach, Service Director
Prepared By

September 18, 2019
Date Prepared

Agenda Title: Local Public Agency (LPA) Agreement with the Ohio Department of Transportation to Local Let an Urban Paving Project on US 27 ODOT PID #103526 BUT US 27-15.25

Recommendation: Approve

Discussion: The Ohio Department of Transportation (ODOT) has evaluated the road condition of certain sections of state and federal routes passing through the corporate limits of Oxford. ODOT has proposed a construction project to improve the street surface condition of US 27 (High Street and Patterson Ave.) from Campus Ave. to Chestnut St. The scope of work would include a complete milling of the roadway surface at a minimum of 3.25 inches in depth, replacement of asphalt intermediate and surface courses, and replacement of street markings. ODOT would pay 80% of eligible project costs under their Urban Paving Program while the City (the Local Public Agency, LPA) would be responsible for 20% of the project costs plus 100% of local costs (such as construction engineering).

ODOT has produced a final estimate of costs (eligible for reimbursement) for the project at $368,946 of which the local share is calculated at $142,790. The City has proposed appropriating $530,000 for the project that will pay for local costs not eligible for federal funding.

By local-letting this project, the City will save 10% in construction engineering costs – in this case, approximately $40,000. The responsibility of project management will fall on the City's LPA, City Engineer Scott Otto. We will be responsible for advertising, sale, and award of the contract, all aspects of contract administration, as well as project inspection and reporting.

The current schedule for this project includes opening bids in 4Q 2019 and contract award in January, 2020. Work will begin on the project in mid to late May with construction being complete by the end of July, 2020. This project will be constructed in concurrence with High St. Pedestrian Safety Improvements, BUT US 27 15.70 PID # 108638.

Staff recommends City Council approve this Resolution authorizing the City Manager to sign the attached "LPA Federal Local-Let Project Agreement" with the Ohio Dept. of Transportation.

Approved By:

	Initial	Date
Department Head:	MBD	9/27/19
City Manager:	DRE	9/27/19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT NO. 33739 WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) AUTHORIZING A LOCAL-LET PROJECT TO IMPROVE THE STREET SURFACE CONDITION OF US 27 (HIGH STREET AND PATTERSON AVENUE) FROM CAMPUS AVENUE TO CHESTNUT STREET.

WHEREAS, the City has secured federal funding, administered by the Ohio Department of Transportation (ODOT) to improve the street surface condition of US 27 (High Street and Patterson Avenue) from Campus Avenue to Chestnut Street with construction beginning in May of 2020 and completing in July of 2020. ODOT has designated this project as PID No. 103526 with Local-Let Agreement No. 33739; and

WHEREAS, the ODOT Local-Let Project Agreement stipulates the conditions required to receive the funds for the project as well as the obligations and responsibilities of all parties for the project. ODOT will provide 80% of eligible project costs up to a maximum of $368,946.00 under their Urban Paving Program. The City of Oxford as the Local Public Agency (LPA) shall be responsible for 20% of the project costs estimated at $142,790.00 plus 100% of local costs (i.e. construction engineering).

WHEREAS, the City shall also follow all ODOT contracting guidelines; provide all construction management for the project and follow nondiscrimination practices as defined by the State of Ohio including Disadvantaged Business Enterprise requirements; and

WHEREAS, the City Manager and the Service Director recommend Council authorize the City Manager to enter into Agreement No. 33739 with ODOT authorizing a Local-Let project to improve the street surface condition of US 27 (High Street and Patterson Avenue) from Campus Avenue to Chestnut Street.

THE COUNCIL OF THE CITY OF OXFORD HEREBY RESOLVES THAT:

SECTION 1: The City has secured federal funding administered by ODOT to improve the street surface condition of US 27 (High Street and Patterson Avenue) from Campus Avenue to Chestnut Street. The ODOT Local-Let Project Agreement stipulates the conditions required to receive the funds for the project as well as the obligations and responsibilities of all parties for the project. ODOT will provide 80% of eligible project costs up to a maximum of $368,946.00. The City of Oxford as the Local Public Agency (LPA) shall be responsible for 20% of the project costs estimated at $142,790.00 plus 100% of local costs (i.e. construction engineering).

SECTION 2: Council accepts the recommendation of the City Manager and the Service Director and approves the attached LPA Federal Local-Let Project Agreement.

SECTION 3: Council further authorizes the City Manager to enter into Agreement No. 33739 attached hereto as Exhibit "A" with the Ohio Department of Transportation (ODOT) authorizing a Local-Let project to improve the street surface condition of US 27 (High Street and Patterson Avenue) from Campus Avenue to Chestnut Street.

SECTION 4: This resolution shall take effect at the earliest date allowed by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

EXHIBIT "A"

BUT US 27 15.25 - PT. 1
COUNTY-ROUTE-SECTION

103526
PID NUMBER

33739
AGREEMENT NUMBER

CFDA 20.205

DUNS NUMBER

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Oxford** hereinafter referred to as the LPA, **15 South College Avenue, Oxford OH 45056.**

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **FY 2020 Urban Paving for the City of Oxford on US 27** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **$368,946** as set forth in Attachment 1. ODOT shall provide to the LPA **80 percent** of the eligible costs in Federal funds, **in accordance with ODOT's Urban Paving Program Policy.** Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

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

4. PROJECT DEVELOPMENT AND DESIGN

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

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

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

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

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

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

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The

pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.

7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an oblige on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.

7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the

LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

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

Douglas R. Elliott Jr.
City Manager
15 South College Avenue
Oxford, OH 45056

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

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

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the

PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

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

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

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

> Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.
>
> ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.
>
> **GOOD FAITH EFFORTS (GFEs)**
>
> In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.
>
> The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:
>
> (1) All written quotes received from certified DBE firms;

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

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

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

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

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

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

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

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

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

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

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

(a) the magnitude and the type of offense;
(b) the degree of the Consultant's culpability;
(c) any steps taken to rectify the situation;
(d) the Contractor's record of performance on other projects including, but not limited to:
    (1) annual DBE participation over DBE goals;
    (2) annual DBE participation on projects without goals;

(3) number of complaints ODOT has received from DBEs regarding the Contractor; and,

(4) the number of times the Contractor has been previously sanctioned by ODOT; and,

(e) Whether the Contractor falsified, misrepresented, or withheld information.

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

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

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

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

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

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

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

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

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

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date

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

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

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

12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Douglas R. Elliott, Jr.	Tammy K. Campbell, P.E.
City Manager	District 8 Deputy Director
15 South College Avenue	505 South S.R. 741
Oxford, OH 45056	Lebanon, OH 45036

15. GENERAL PROVISIONS

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

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

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

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

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

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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

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

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

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

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

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

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

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

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

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

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of $750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project

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

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

payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

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

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

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

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

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

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

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

15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation

and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15.9 *Debarment*. LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

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

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

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

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

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

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

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

LPA: CITY OF OXFORD	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: _____ Douglas R. Elliott, Jr.	By: _____ Jack Marchbanks, Ph.D.
Title: City Manager	Director
Date: _____	Date: _____

Attachment 1

PROJECT BUDGET - SOURCES AND USES OF FUNDS

SOURCES / USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100								
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100								
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100								
PROJECT CONSTRUCTION COSTS - Urban Paving Eligible	$54,365	20	LNTP	$217,458	80	4PF7/ 0008				$271,823
PROJECT CONSTRUCTION COSTS - 100% Local	$82,933	100								$82,933
INSPECTION - Urban Paving Eligible	$2,175	20	LNTP	$8,698	80	4PF7/ 0008				$10,873
INSPECTION - 100% Local	$3,317	100	LNTP							$3,317
TOTALS	$142,790			$226,156						$368,946

Attachment 2

BUT US 27 15.25 - PT. 1
COUNTY-ROUTE-SECTION
103526
PID NUMBER
33739
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

We_____request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ be paid directly to _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	_____

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	_____

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: October 1, 2019

Account Code #: Not Applicable

Budgeted Amount: Not Applicable

Service Department
Originating Department

Michael B. Dreisbach, Service Director
Prepared By

September 18, 2019
Date Prepared

Agenda Title: Local Public Agency (LPA) Agreement with the Ohio Department of Transportation to Local Let High St. Pedestrian Safety Project on US 27 ODOT PID #108638 BUT US 27-15.70

Recommendation: Approve

Discussion: The Ohio Department of Transportation (ODOT) and the City of Oxford are partnering on an urban paving project on US 27 (High St.) from Campus Ave to Chestnut St. (PID # 103526). The City of Oxford is also partnering with Miami University to construct High St. Pedestrian Safety Improvements between Campus Ave. and Patterson Ave. These safety improvements will include conversion of the center turn lane (in various locations) to raised landscaped medians, pedestrian refuge islands and marked crosswalks, illuminated signage, and highly visible crossings.

ODOT has produced a final estimate of costs (eligible for reimbursement) for the project at $1,717,029 of which the local share is calculated at $717,029. The Project has already been awarded $1M in grant funding from ODOT. The City has proposed appropriating $1,630,000 in the 2020 Capital Improvement Budget for the project; Miami University has agreed to pay all other local costs associated with the project beyond the $1M award in grant funding from ODOT.

By local-letting this project, the City will save 10% in construction engineering costs – in this case, approximately $172,000. The responsibility of project management will fall on the City's LPA, City Engineer Scott Otto. We will be responsible for advertising, sale, and award of the contract, all aspects of contract administration, as well as project inspection and reporting.

The current schedule for this project includes opening bids in 4Q 2019 and contract award in January, 2020. Work will begin on the project in mid to late May with construction being complete by the end of July, 2020. This project will be constructed in concurrence with the City's Urban Paving Project, BUT US 27 15.25 PID # 103526.

Staff recommends City Council approve this Resolution authorizing the City Manager to sign the attached "LPA Federal Local-Let Project Agreement" with the Ohio Dept. of Transportation.

Approved By:

	Initial	Date
Department Head:	MBD	9/27/19
City Manager:	DRE	9/27/19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT NO. 33740 WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) AUTHORIZING A LOCAL-LET PROJECT TO CONSTRUCT PEDESTRIAN SAFETY IMPROVEMENTS ON HIGH STREET BETWEEN CAMPUS AVENUE AND PATTERSON AVENUE.

WHEREAS, the project referenced above has been awarded $1M in grant funding from the Ohio Department of Transportation (ODOT) to construct pedestrian safety improvements on High Street between Campus Avenue and Patterson Avenue with construction beginning in May of 2020 and completing in July of 2020. ODOT has designated this project as PID No. 108638 with Local-Let Agreement No. 33740; and

WHEREAS, the ODOT Local-Let Project Agreement stipulates the conditions required to receive the funds for the project as well as the obligations and responsibilities of all parties for the project. ODOT will provide $1M of eligible project costs and the City has proposed appropriating $1,630,000.00 in the 2020 Capital Improvement Budget for the project. Miami University shall reimburse the City for costs beyond the $1M award in grant funding from ODOT.

WHEREAS, the City shall follow all ODOT contracting guidelines; provide all construction management for the project and follow nondiscrimination practices as defined by the State of Ohio including Disadvantaged Business Enterprise requirements; and

WHEREAS, the City Manager and the Service Director recommend Council authorize the City Manager to enter into Agreement No. 33740 with ODOT authorizing a Local-Let project to construct pedestrian safety improvements on High Street between Campus Avenue and Patterson Avenue.

THE COUNCIL OF THE CITY OF OXFORD HEREBY RESOLVES THAT:

SECTION 1: The City has secured federal funding administered by ODOT to construct safety improvements on High Street between Campus Avenue and Patterson Avenue. The ODOT Local-Let Project Agreement stipulates the conditions required to receive the funds for the project as well as the obligations and responsibilities of all parties for the project. ODOT will provide $1M of eligible project costs and Miami University shall reimburse the City for costs beyond the $1M in grant funding from ODOT.

SECTION 2: Council accepts the recommendation of the City Manager and the Service Director and approves the attached LPA Federal Local-Let Project Agreement.

SECTION 3: Council further authorizes the City Manager to enter into Agreement No. 33740 attached hereto as Exhibit "A" with the Ohio Department of Transportation (ODOT) authorizing a Local-Let project to construct pedestrian safety improvements on High Street between Campus Avenue and Patterson Avenue.

SECTION 4: This resolution shall take effect at the earliest date allowed by law.

_____

MAYOR

ADOPTED:

ATTEST:

_____

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

BUT US 27 15.70 - PT. 2
COUNTY-ROUTE-SECTION

108638
PID NUMBER

33740
AGREEMENT NUMBER

CFDA 20.205

DUNS NUMBER

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Oxford** hereinafter referred to as the LPA, **15 South College Avenue, Oxford, OH 45056.**

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **pedestrian improvements on High Street from Patterson Avenue to South Campus Avenue in Oxford, including: convert center-turn lane to a raised landscape median with pedestrian refuge island and marked crosswalk; reduce the number of crosswalks along the corridor; install illuminated pedestrian signage; and install highly visible crosswalks** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **$1,717,029** as set forth in Attachment 1. ODOT shall provide to the LPA **90 percent** of the eligible costs, up to a maximum of **$1,000,000** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

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

4. PROJECT DEVELOPMENT AND DESIGN

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

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

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

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

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

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

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.

7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an oblige on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.

7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the

LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

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

Douglas R. Elliott, Jr.
City Manager
15 South College Avenue
Oxford, OH 45056

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

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

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the

PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

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

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

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

> Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.
>
> ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.
>
> **GOOD FAITH EFFORTS (GFEs)**
>
> In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.
>
> The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:
>
> (1) All written quotes received from certified DBE firms;

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

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

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

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

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

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

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

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

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

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

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

(a) the magnitude and the type of offense;
(b) the degree of the Consultant's culpability;
(c) any steps taken to rectify the situation;
(d) the Contractor's record of performance on other projects including, but not limited to:
    (1) annual DBE participation over DBE goals;
    (2) annual DBE participation on projects without goals;

(3) number of complaints ODOT has received from DBEs regarding the Contractor; and,

(4) the number of times the Contractor has been previously sanctioned by ODOT; and,

(e) Whether the Contractor falsified, misrepresented, or withheld information.

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

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

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

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

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

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

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

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

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

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date

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

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

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

12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Douglas R. Elliott. Jr.	Tammy K. Campbell, P.E.
City Manager	District 8 Deputy Director
15 South College Avenue	505 South S.R. 741
Oxford, OH 45056	Lebanon, OH 45036

15. GENERAL PROVISIONS

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

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

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

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

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

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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

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

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

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

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

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

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

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

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

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

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of $750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project

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

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

payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

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

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

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

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

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

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

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

15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation

and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15.9 *Debarment*. LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

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

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

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

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

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

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

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

LPA: CITY OF OXFORD	STATE OF OHIO DEPARTMENT OF TRANSPORTATION
By: _____ Douglas R. Elliott, Jr.	By: _____ Jack Marchbanks, Ph.D.
Title: City Manager	Director
Date: _____	Date: _____

Attachment 1

PROJECT BUDGET - SOURCES AND USES OF FUNDS

SOURCES / USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100								
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100								
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100								
PROJECT CONSTRUCTION COSTS-ODOT SAFETY	$111,111	10	LNTP	$1,000,000	90	4HJ7				$1,111,111
PROJECT CONSTRUCTION COSTS-100% LOCAL	$493,589	100	LNTP							$493,589
INSPECTION	$112,329	100	LNTP							$112,329
TOTALS	$717,029			$1,000,000						$1,717,029

Attachment 2

BUT US 27 15.70 - PT. 2
COUNTY-ROUTE-SECTION
108638
PID NUMBER
33740
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

We_____request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ be paid directly to _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	_____

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	_____