

ORDINANCE NO. 26-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GPD GROUP TO PERFORM ENGINEERING SERVICES FOR THE CHESTER ROAD RESURFACING PROJECT ALSO KNOWN AS THE LOR MR 4313-0.33 (PID 120604) PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the City of Avon was awarded a grant by the Northeast Ohio Areawide Coordinating Agency (NOACA) to resurface a portion of Chester Road between Chester Industrial Parkway and American Way West, as depicted in the attached Exhibit A, said project being known as the LOR MR4313-0.33 PID 120604; and

WHEREAS, NOACA utilized Ohio Department of Transportation Pavement Condition Rating (PCR) data to determine that the identified portion of Chester Road, which is designated as a Federal Aid Route, was in need of asphalt resurfacing; and

WHEREAS, NOACA approached the City of Avon and offered to facilitate such an asphalt resurfacing project by allocating Federal Highway Funds to pay for 80% of the resurfacing costs up to a maximum amount of **Seven Hundred Thirty-Four Thousand Eight Hundred Fourteen Dollars and 00/100 Cents (\$734,814.00)**, with the City of Avon using local funds to pay for the remainder of the project costs; and

WHEREAS, the Avon Administration posted a Request For Qualifications (RFQs) for engineering services via the public ODOT professional services portal and received valid responses from two qualified engineering consultants; and

WHEREAS, the two RFQs were evaluated and scored by a committee of Avon Administration Officials including the City Engineer, Safety/Service Director, Asst. Superintendent of Streets, and Utility Superintendent who determined that GPD Group was the most qualified firm; and

WHEREAS, GPD Group thence prepared a cost proposal for the engineering services which was subsequently reviewed by the City Engineer who found the cost proposal to be responsive to the scope of the project and in accordance with other similar services performed for ODOT related projects, see Exhibit B attached; and

WHEREAS, Council has reviewed the contract for professional engineering services submitted by GPD Group and finds the agreement to be in the best interests of the health, safety, and welfare of the citizens of Avon in facilitating the asphalt resurfacing of a portion of Chester Road as depicted in Exhibit A with all appurtenances thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That the Mayor is hereby authorized to execute a contract with GPD Group in substantially the form as set forth in the attached Exhibit B for engineering services related to the resurfacing of a portion of Chester Road in the area depicted on Exhibit A and in a manner described in Exhibit B both of which are attached hereto. Said Exhibits A & B, when finalized, shall be incorporated herein and made a part of this ordinance.

Section 2 - Payment in the amount of **Fifty Thousand, One Hundred Dollars and 00/100 Cents (\$50,100.00)** shall be made from the 2025 Road Improvement Program Fund 410.

Section 3 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to meet established ODOT project milestone dates related to awarding the cited asphalt resurfacing project within the Federal 2026 Fiscal Year; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: April 14, 2025

DATE SIGNED: April 14, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR April 15, 2025

[Signature]
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: April 14, 2025
Electronically and at City Hall as
Provided by Council

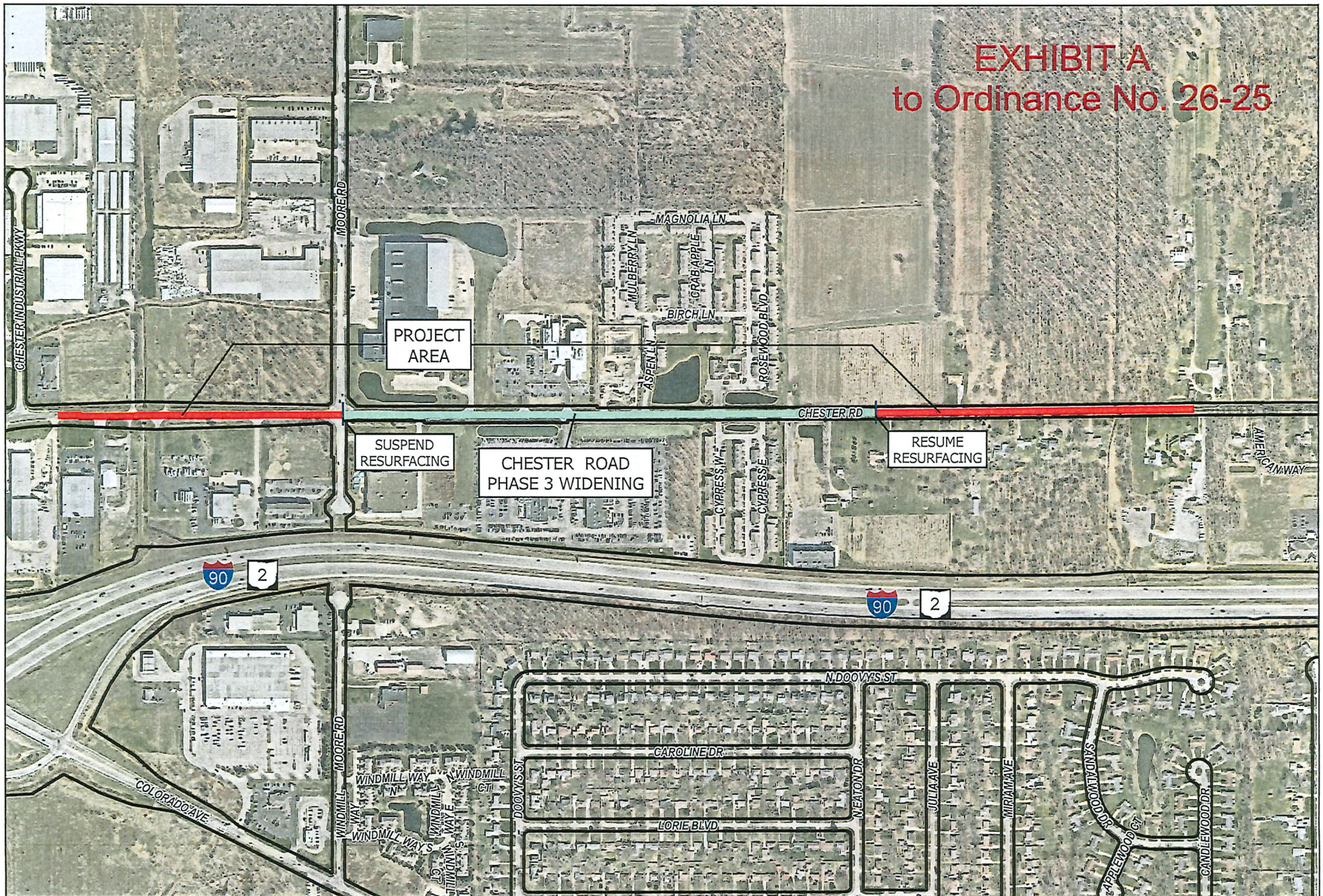
Prepared by:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 26-25, passed by the Council of said City on April 14, 2025.

IN WITNESS WHEREOF, I have on this 15th day of April 2025, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

EXHIBIT A
to Ordinance No. 26-25



February 19, 2025



Ryan Cummins
City Engineer

City of Avon
22999 Forbes Road Suite B | Oakwood Village, Ohio 44146

Chester Road Resurfacing – LOR MR4313-0.33 (PID 120604)

Dear Mr. Cummins,

GPD Group is pleased to present this proposal for engineering work for the rehabilitation of Chester Road in the City of Avon from 200' east of Chester Industrial Parkway to 340' west of American Way (West). Work will suspend at Moor Road and will resume approximately 400' west of East Cypress Lane. The project is being funded by and has an estimated construction cost of \$620k.

GPD Group has reviewed the attached LPA Scope of Services prepared by ODOT and offers the following clarifications:

- Resurfacing plans will be prepared through the project limits, utilizing aerial photography. No survey is anticipated.
 - Plan views
 - Typical Sections and Pavement Repair Details
 - General Notes
 - Schematic
 - Sub Summaries and General Summary
 - Resurfacing Plans
 - Driveway Details
- Maintenance of traffic efforts will include the preparation of MOT notes governing the general maintenance of traffic during construction. Two-way, one-lane traffic will be maintained utilizing flagger control during construction. Notes will include the requirements to maintain pedestrian activity during construction. No detailed plans will be provided as part of this project.
- Traffic control plans will be prepared for the replacement of pavement markings on Chester Road. The traffic control plans will be designed to meet all standards as specified in the Ohio Manual of Uniform Traffic Devices. All signage within the project limits will be replaced in kind. Signs recently installed with the Chester Road Widening (Phase 3) project will not be replaced. The existing RRFBs for the midblock crossing at Rosewood Boulevard will not be disturbed replaced during construction. If the existing detector loops are within the resurfacing limits at the Chester Road / Moore Road intersection, traffic control plans will include provisions to replace them.
- Coordination with all utilities throughout the duration of the project including submittals at each stage.
- Pavement cores will be provided approximately every 400 feet (see attached scope).
- Three staged submittals will be provided: Stage 1/2, Stage 3, and Final Tracings.

- R/W acquisition is excluded
- Environmental tasks are excluded.

GPD anticipates 385 manhours at a LUMP SUM cost of \$50,100 to perform the scope of services, per the attached LPA scope of services and the above clarifications. GPD Group appreciates the continued trust the City of Avon has placed on us and look forward to this high-profile project for the City.

Sincerely,

GPD Group



David Neumeyer, PE
Senior Project Manager



Erin Becker, PE
Deputy Project Manager

PID 120604
City of Avon
19-Feb-25



Item/Task	Sheets	Project Manager	Senior Engineer	Project Engineer	CAD Technician	Field Survey	Total Hours
Aerial Basemap			2	4	16		22
Title Sheet	1		2	2	4		8
Schematic	1		1	2	3		6
Typical Sections & Pavement Repair Details	3		1	6	15		22
General Notes	4		1	4	8		13
MOT Notes	2		2	12	8		22
General Summary	2	2	2	18	6		28
Subsummaries	3	2	2	27	9		40
Resurfacing Plans - 20 scale plan/plan sheets	4	2	6	12	32		52
Driveway Details	1		1	3	8		12
Traffic Control Notes	1		1.5	4	2		7.5
Traffic Control Plans - 20 scale plan/plan sheets	4		5.5	22	22		49.5
Pavement Marking Subsummaries	2		1	8	4		13
Signing Subsummaries	2		1	12	4		17
Utility/Stakeholder Coordination		1	2	6	4		13
Qa/Qc and Revisions		24		8			32
Cost Estimates		4		24			28
Totals	30	35	31	174	145	0	385
Hourly Rate		\$180.00	\$155.00	\$120.00	\$87.00	\$85.00	
Fee		\$6,300.00	\$4,805.00	\$20,880.00	\$12,615.00	\$0.00	\$44,600.00
Geotech w MOT							\$ 5,500.00
Total Cost							\$ 50,100.00

Geotechnical Proposal-Chester Road Pavement Cores-Avon

FIELD INVESTIGATION

Our quotation is based on obtaining 8 pavement cores spaced approximately every 400 feet, and alternating east bound and west bound lanes. City of Avon personnel will provide flagging/MOT to create safe work zones for GPD personnel and the public. Cores will not be advanced within 100 feet of any side roads to reduce the traffic control requirements. Pavement cores will be advanced through the pavement section, terminating at the base stone. Coring may be terminated at 12 inches if core difficulties occur due to the makeup of the pavement section. Core holes will be patched with cold mix asphalt.

ENGINEERING ANALYSIS AND REPORT

A data findings report will be prepared including core summary table and location plan, and core photos.

FEE ESTIMATE

GPD will conduct the subsurface investigation and prepare the report per the above scope for a **lump sum fee of \$5,500.00**. We look forward to working with you on this project and appreciate the request for this proposal. Please contact our office with any questions you might have.

Delbert J. Channels, Director of Geotechnical

CLIENT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 16th April, 2025, day of City of Avon, OH corporation a(n) located at 36080 Chester Rd., Avon, OH hereinafter referred to as "**CLIENT**," and Glaus, Pyle, Schomer, Burns & DeHaven, Inc. dba **GPD** Group, an Ohio corporation located at 520 South Main Street, Suite 2531, Akron, Ohio 44311, hereinafter referred to as "**CONSULTANT or GPD**."

WHEREAS, **CLIENT** desires **CONSULTANT** to perform certain technical services in connection with LOR-MR 4313-0.33 Chester Road Resurfacing "**PROJECT**"; and **CONSULTANT** desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

CONSULTANT shall perform **PROJECT** in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same location. **PROJECT** shall be defined as the scope of work per Attachment A which is hereby incorporated by reference, or any other work **CONSULTANT** performs for **CLIENT**.

II. TIME OF PERFORMANCE

CONSULTANT shall endeavor to perform **PROJECT** with reasonable diligence and expediency after receipt of a written "Notice to Proceed"

from **CLIENT**.

III. COMPENSATION AND PAYMENT

CLIENT shall pay invoices in full within thirty (30) days after invoice date. **CONSULTANT** shall have the right to suspend work, terminate the agreement, and retain and/or retrieve all work product until such invoices have been paid in full.

IV. COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by applicable laws, ordinances, and regulations of federal, state, and local governments, in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

CLIENT shall not assign this Agreement without the consent of **CONSULTANT**. **CONSULTANT** shall be permitted to assign rights and obligations in this Agreement as it sees fit. Work performed by any subcontractant shall not relieve the **CONSULTANT** of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by **CONSULTANT** shall be subject to the quality inspection and approval by **CLIENT** at all times, but such approval shall not relieve **CONSULTANT** of responsibility for the proper performance of the work. **CONSULTANT** shall provide sufficient, safe, and proper facilities at all times for such inspection of the work, and shall furnish all information concerning the work, and grant **CLIENT**'s duly authorized representatives free access at all reasonable times to **CONSULTANT**'s facilities where the work under this Agreement is to be performed.

VII. CHANGES

CLIENT shall have the right, at any time prior to completion of the work to direct changes in this Agreement, including but not limited to, change in the Scope of Work. If the change causes an increase or decrease in the cost of, or the time required for the **CONSULTANT**'s performance under this Agreement; the **CONSULTANT** must submit to **CLIENT** within ten (10) days after receipt of the change notice any request for adjustment. **CLIENT** will issue an addendum to this Agreement for equitable adjustments.

VIII. TERMINATION FOR CONVENIENCE

a) **CLIENT** shall have the right at any time prior to terminate this Agreement in whole, or in part, by written notice to **CONSULTANT**. Upon receipt of this notice the **CONSULTANT** shall immediately discontinue performance, will not place any further orders, and will cancel all orders to subcontractors.

b) In the event of termination for convenience **CLIENT** shall pay the **CONSULTANT** for all work performed and accepted by **CLIENT** prior to termination, plus the profit due for the work performed. However, in no event shall **CLIENT** be obligated to pay more than the Agreement value less any previously paid funds.

IX. DEFAULT

a) Should the **CONSULTANT** breach any provision of this Agreement **CLIENT** shall have the rights and remedies provided by law or under these terms and conditions.

b) **CLIENT** shall have the right at any time to terminate this Agreement in whole, or in part, if the **CONSULTANT** fails to perform any of its obligations or if the **CONSULTANT** fails to give **CLIENT** assurance of adequate performance within ten (10) working days after written request by **CLIENT** for such assurances.

c) In the event of a breach of the Agreement **CLIENT** may:

- 1) Declare the **CONSULTANT** to be in default.
- 2) Cancel this Agreement in whole or in part.
- 3) Withhold payment of any further funds which may be due the **CONSULTANT** until the default is corrected.
- 4) Pursue any and all other remedies afforded by law.

X. INDEMNIFICATION AND INSURANCE

a) **CONSULTANT** agrees to indemnify and hold **CLIENT** (which collectively includes officers, directors, and employees) harmless from all damages, liabilities, claims, expenses, or costs (including reasonable attorneys' fees, expert- witness fees, and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the work, **PROJECT**, or this Agreement.

b) Unless otherwise required in this Agreement, the **CONSULTANT** shall, during the performance of the work, maintain the following insurance in the types and amounts and with insurers satisfactory to **CLIENT**.

- 1) Worker's Compensation:
Statutory requirements at the location(s) of work and in accordance with the **CONSULTANT**'s established program for employees.
- 2) Employer's Liability:
\$1,000,000 Bodily Injury by Accident (Each occurrence)
\$1,000,000 Bodily Injury by Disease (Policy Limit)
\$1,000,000 Bodily Injury by Disease (Each Person)
- 3) Comprehensive General Liability:
\$1,000,000/per occurrence; \$2,000,000/general aggregate
- 4) Automobile:
\$1,000,000 Combined Single Limit per accident
- 5) Professional Liability:
\$1,000,000

Prior to commencing performance of the work, the **CONSULTANT** shall furnish **CLIENT** with a Certificate of Insurance as evidence of the

required insurance and such Certificate shall provide for ten (10) days written notice to **CLIENT** prior to cancellation thereof.

CLIENT shall be named as additional insured on coverages furnished under 3) and 4) hereunder and **CONSULTANT** and its respective insurers shall waive any and all rights of subrogation against **CLIENT** which may arise under any policies of insurance provided hereunder.

XI. INDEPENDENT CONTRACTOR

The **CONSULTANT** is an independent contractor and shall not be regarded as an employee or agent of **CLIENT**.

XII. CONFIDENTIALITY

No publicity releases (including news releases and advertising) relating to this Agreement or the work hereunder shall be issued by the **CONSULTANT** without the prior written approval of **CLIENT**.

XIII. EXAMINATION OF RECORDS

The **CONSULTANT** agrees that **CLIENT** will have access to and the right to examine any books, documents, papers, and records of any and all the transactions relating to this Agreement. The **CONSULTANT** shall maintain all records for a period of three (3) years after completion of the work.

XIV. OWNERSHIP OF DOCUMENTS

Upon completion and payment in full of all monies due to **CONSULTANT**, all drawings, specifications, reports, information, or data prepared by or furnished to **CONSULTANT** in connection with any or all work to be performed under this Agreement shall be the property of **CLIENT**. The **CONSULTANT** shall have no liability for any claim, liability, or cost arising out of any unauthorized reuse or modification of the Construction Documents without the written authorization of **CONSULTANT**.

XV. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

XVI. HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

XVII. GOVERNING LAW AND DISPUTE RESOLUTION

The validity or construction of this Agreement, as well as the right and duties of the parties hereinunder, shall be governed by the laws of the State of Ohio. Any claim or dispute arising out of this agreement or **PROJECT** shall be submitted to non-binding mediation prior to commencing litigation in the proper venue of Lorain County, Ohio.

XVIII. SUPPLEMENTS TO AGREEMENT

The following exhibits, supplements, or addendums form an integral part of this Agreement.

☒ Attachment "A" Scope of Work

XIX. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

**GLAUS, PYLE, SCHOMER, BURNS &
DEHAVEN, I.C. DBA GPD GROUP**

Witness:

Name: Jeffrey D. Evans
Title: Vice President

CLIENT: _____

Witness:

Name:
Title:

CLIENT Is An Equal Opportunity Employer

L P A S C O P E O F S E R V I C E S F O R M

A. Project Identification

County-Route-Section (Project Name): LOR-MR4313-0.33 (Chester Road Resurfacing)

Project Sponsor / Maintenance Responsibility: Avon, Ohio

☒ Local Let

☐ ODOT Let

☐ Design Build

PID (ODOT assigned): 120604

Scope Field Review: 04/24/2024 Scope Meeting: 12/18/24

Proposed Sale Date: 01/15/2026 State Fiscal Year: SFY 2026

Highway Functional Classification: Minor Arterial

Federal Aid System (ODOT assigned): Other federal aide route

B. Design Standard

ODOT Location and Design Manuals

City of Avon – Standard Construction Drawings

C. Project Description

This project will plane and resurface Chester Road from 200' east of Chester Industrial Parkway to 340' west of American Way (west). Work will include pavement repairs, casting adjustments, signing and pavement markings. The overall project length is approximately 5,400 feet in length (net 3,000'). The resurfacing will be suspended at Moore Road and will resume at a point that is 400 feet east of East Cypress Lane (2,400 feet in length).

Prior studies / plan (identify):
Chester Road Widening (Phase 3) under design and constructed prior to the resurfacing. Limits are Moore Road to 400' east of East Cypress Lane.

Estimate Project Length:
(begin pavement to end pavement including bridge) 1.02 miles

Work Length:
(including project length & approach work) 1.02 miles

Alignment: ☒ Existing
☐ Relocated (explain) _____

Profile: ☒ Existing
☐ New (explain) _____

Logical Termini: 200' east of Chester Industrial Parkway (limit of a recent project) to west of American Way (West) in the City of Avon
(w/ explanation)

D. Typical Sections

Existing	Pavement Width: Varies from 21 feet to 37 feet	☒ curb to curb	Graded Shoulder: N/A
		☒ edge to edge	Treated Shoulder: 2 feet
	R/W Width: Varies from 60 feet to 135 feet		
	Bridge Width: N/A	☐ f/f of rails, ☐ t/t of curbs, or ☐ t/t of parapets	

Existing	<u>Yes</u>	<u>No</u>	<u>Comment / Type</u>
Median	☐	☒	
Curbs	☒	☐	At the Moore Road intersection
Curb ramps	☒	☐	At the Moore Road intersection
Sidewalks	☒	☐	Width: 5 feet – North side - Moore Road to 300' west of Rosewood Boulevard. South side – entire project length
Guardrail	☐	☒	

Additional Things To Note About **Existing** Typical Section:

Proposed	Pavement Width: 21 feet & 37 feet	☒ curb to curb	Graded Shoulder: N/A
		☒ edge to edge	Treated Shoulder: 2 feet
	R/W Width: Varies from 60 feet to 135 feet – maintain existing R/W		
	Bridge Width: N/A	☐ f/f of rails, ☐ t/t of curbs, or ☐ t/t of parapets	

Proposed	<u>Yes</u>	<u>No</u>	<u>Comment / Type</u>
Median	☐	☒	
Curbs	☐	☒	Maintain existing curb & gutter in the 3-lane section from Moore Road to 400' east of Rosewood Blvd/Cypress West.
Curb ramps (*)	☐	☐	
Sidewalks	☐	☒	Width: _____
Guardrail	☐	☐	

Note (*) – Curb ramps must be updated to current ADA standards.

Additional Things To Note About **Proposed** Typical Section:

Supplemental Information:

ADT	<u>5297</u>	Design ADT	
DHV		Certified Traffic	
T24	<u>5%</u>	Legal Speed	<u>35 MPH</u>
Design Speed	<u>40 MPH</u>		
Comments:			
<u>From NOACA – west end of the project (WB)</u>			

E. Right-of-Way

	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
Right-of-Way Plan:	☐	☒	
Approximate Number of Parcels:			
Known Relocations:	☐	☒	
Railroad Involvement:	☐	☒	
Railroad Name:			
Encroachments:	☐	☒	
Airway Highway Clearance:	☐	☒	
Airport Name:			
Comments:			

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

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

F. Utilities

		<u>Yes</u>	<u>No</u>	<u>Name of Company</u>		
Aerial	Phone	☒	☐	Brightspeed		
	Cablevision	☒	☐	Charter Communications		
	Power	☒	☐	First Energy		
Underground	Phone	☐	☒			
	Cablevision	☐	☒			
	Power	☐	☒			
	Gas	☒	☐	Columbia Gas		
	Pipelines:	☐	☒			
				<u>Private</u>	<u>Public</u>	<u>Name of Company</u>
	Water	☒	☐	☐	☐	City of Avon
	Sanitary	☒	☐	☐	☐	City of Avon
Storm	☒	☐	☐	☐	City of Avon	
Other: _____						
Comments: _____						

The Consultant is to locate and identify all existing and foreseeable future utilities (public or private; on or over the project limits) in accordance with Section 153.64 of the Ohio Revised Code. To locate existing utilities, the Consultant shall contact the following One-Call centers and provide the District 3 Utilities Coordinator with the appropriate reference numbers:

Ohio 811: 1-800-362-2764 or 811

A listing of all utility companies within the project limits shall be included in the Stage 2 submittal. This listing must include all underground, aerial, private and public (City or County owned) facilities. The Consultant shall contact the District 3 Utilities Coordinator for the correct addresses, telephone numbers and company contacts.

Stage 2 plan submittals must include all underground utilities on the Plan/Profile and appropriate Cross Section Sheets. Preliminary cross sections must be included to show the effect of the proposed construction on all existing utilities. Aerial and underground utility relocations may require additional right of way beyond the existing right of way limits. These existing utilities, proposed utility relocations and approximate right of way needs must be reflected in the Conceptual Right of Way Plan.

The Consultant will submit a complete full size copy of all Stage Submittals and Final plans to all affected utility companies at the time submittals are sent to District 3. The Consultant will

submit a copy of plans and/or details in electronic form, as well as prints, to the utility companies located within the project limits, and will copy the Utility Coordinator on all correspondence with the utility companies.

The Local Agency will write the project utility note and submit to the Utility Coordinator for approval; they will also supply the Utility Coordinator with copies of approved utility company relocation plans. The Utility Note is part of the Right-of-Way Certification supplied by the Local Agency at the PS&E Submission.

The Consultant will follow procedures for all utility relocation as per ODOT's Utilities Manual and the Ohio Revised Code.

G. Structure Requirements

Existing Structure Information:	Structure type:	<u>Roadway Culvert at Powdermaker Ditch</u>		
	Bridge No.:	_____	Structural File No.:	_____
	Sufficiency Rating:	_____	General Appraisal:	_____
	Crossing:	_____		
	Bridge Length:	_____	Number of Spans:	_____
	Eligible for the National Historical Register:	☐ Yes ☒ No		

Proposed Structure Information:	New Structure:	☐ Yes ☒ No		
	Rehabilitate Existing Bridge by:	<u>No Culvert Modifications or Extensions needed for the project.</u>		
	Structure Type:	<u>N/A</u>		
	Beam Type:	☐ Concrete Box; ☐ Steel; ☒ n/a		
	Structure Width:	_____	Number of Spans:	_____
	Local must have proposed structure's load rating on file			
	Other Design Considerations / Explanation of Change in Line/Grade:			
Guardrail Type:				

H. Geotechnical Considerations

Is geotechnical design necessary?	☒ Yes	☐ No	If so, fully utilize historic geotechnical information; perform subsurface exploration in accordance with the Specifications for Geotechnical Explorations; and perform geotechnical design in accordance with the Geotechnical Design Manual – pavement cores
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I. Design Exception(s) Required

☐ Yes Explain:
☒ No

J. Traffic Control

	Yes	No	Remarks
Signing:	☒	☐	<u>Replace existing signs</u>
Striping:	☒	☐	<u>Install pavement markings - paint</u>
Lighting:	☐	☒	
Signals:	☐	☒	
RPMs:	☐	☒	

K. Maintenance of Traffic

Type of MOT: ☐ Detour, ☐ Part Width, ☒ Daily Flagging

Remarks/Describe: One-Lane will be provided in addition to flagging operations

Will Pedestrian Traffic need to be maintained? Yes

Remarks/Describe: _____

L. Driveways

☒ Yes Type: Concrete, Asphalt (Aprons only). No driveways within the curb and gutter section.
☐ No

M. Project FundingProject Cost Estimate: **\$1,556,430**Quantity splits needed in plans to differentiate funding participation: ☒ Yes ☐ No Comments:Coordination with Concurrent Projects Required: ☐ Yes ☒ No Comments:Will any Task Orders be used? ☐ Yes ☒ No Comments:Funding Source: **NOACA, City of Avon** Federal Maximum: **\$734,814**

Funding Split:

Cost Estimates:

	Local Information			State/Federal Information			Total
	SAC	Total Local Funds	Percent Split	SAC	Total Federal or State Funds	Percent Split	
Preliminary Engineering							
Right-of-Way							
Detailed Design		\$125,000					\$125,000
Utilities							
Construction		\$622,614	45.9%		\$734,814	54.1%	\$1,357,428
Construction Engineering		\$74,000					\$74,000
Totals:		\$821,614			\$734,814		\$1,556,428

Additional remarks about funding:

Federal Funds are 80% STBG for SFY 2026

N. Cost Recovery

Does the LPA intend to recover any Direct Labor Costs associated with this project?	☐ Yes	☒ No
Does the LPA intend to recover any Fringe and Overhead Costs associated with this project?	☐ Yes	☒ No

If the LPA does intend to recover Fringe and Overhead Costs, by what method do they intend to recover those costs?

- ☐ 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
☐ 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate¹
☐ 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)²
☐ 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate
☐ 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

Does the LPA currently have a timekeeping system in place?	☐ Yes	☒ No
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If so, does that system track both payroll and project hours concurrently?	☐ Yes	☒ No
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If different systems, how does the LPA reconcile project hours to payroll?

How often are payroll records prepared?

For employees working on multiple activities, does the LPA track daily time by activity/project on the time sheets?	☐ Yes	☒ No
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(Tracking hours worked, without activities, on Federal projects is non-compliant. All activity hours must be shown)

Does the LPA ensure that timecards are signed by the employee?	☐ Yes	☒ No
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O. Environmental				
Required		Responsibility		Environmental Responsibility
Yes	No	ODOT	Local	
<u>Cultural Resources</u>				
☒	☐	☐	☒	Section 106 – Scoping Request Form
☐	☒	☐	☐	Phase I History/Architecture Survey Report (If Authorized)
☐	☒	☐	☐	Phase I Archaeology Survey Report (If Authorized)
<u>Section 4f</u>				
☐	☒	☐	☐	Determination Request Form
☐	☒	☐	☐	Individual Section 4(f) Evaluation
☐	☒	☐	☐	Section 6(f) Documentation
<u>Ecological Resources</u>				
☒	☐	☐	☒	Ecological Exempt Form
☐	☒	☐	☐	Level 1 Ecological Survey Reports
☐	☒	☐	☐	UNIONID Mussel Survey Report
<u>Sole Source Aquifer</u>				
☐	☒	☐	☐	Sole Source Aquifer Coordination
<u>Farmland Policy Protection Act (FPPA)</u>				
☐	☒	☐	☐	Farmland Conversion Impact Rating-Form
<u>Waterway Permits</u>				
☐	☒	☐	☐	Permit Determination Request Package
☐	☒	☐	☐	Conceptual Stream/Wetland Mitigation Reports
☐	☒	☐	☐	Section 404/401 Applications
☐	☒	☐	☐	USACE Pre-Construction Notification (PCN) Applications
☐	☒	☐	☐	Ohio EPA Isolated Wetland Permit Pre-Activity Notification (PAN)
☐	☒	☐	☐	Coastguard Section 9 Application
☐	☒	☐	☐	ACOE Section 10 Permit
☐	☒	☐	☐	Floodplain Permit Application
☐	☒	☐	☐	Floodplain Coordination/FIRM Map
☐	☒	☐	☐	Coastal Waterway Permit
<u>Environmental Site Assessment</u>				
☒	☐	☐	☒	Regulated Materials Review (RMR)
☐	☒	☐	☐	Phase I Environmental Site Assessment Report (If Authorized)
☐	☒	☐	☐	Regulated Materials Review Investigation
☐	☒	☐	☐	Asbestos Survey/Inspection
<u>Air</u>				
☐	☒	☐	☐	Exempt Memo
☐	☒	☐	☐	Ozone Analysis
☐	☒	☐	☐	MSAT Analysis
☐	☒	☐	☐	PM 2.5 Analysis
<u>Noise</u>				
☐	☒	☐	☐	Exempt Memo
☐	☒	☐	☐	Traffic Noise Analysis Report
☐	☒	☐	☐	Noise Barrier Public Involvement Summary
<u>Public Involvement</u>				
☐	☒	☐	☐	Public Involvement Plan
☐	☒	☐	☐	Public Meeting Activities
☒	☐	☐	☒	Public Announcement (webpage, news article, new release)
☐	☒	☐	☐	Underserved Population Census Mapping/C2 Documentation Form
<u>Categorical Exclusion (CE) Environmental Document</u>				
☒	☐	☐	☒	C1
☐	☒	☐	☐	C2
☐	☒	☐	☐	D1
☐	☒	☐	☐	D2
☐	☒	☐	☐	D3

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

City will provide PI comments and information related to construction schedule and ped detour

P. Roles/Responsibilities

Note: Consultants used for development of Construction plans, R/W plans, R/W acquisition/appraisals, and Construction inspection must be pre-qualified by ODOT.

Construction Plan Development:	Avon
Proposal/Specification Development:	Avon
LPA Agreement:	ODOT
Form and Preliminary Legislation:	Avon
Environmental Tasks:	ODOT – except PI (Avon)
Advertising and Award of Contract:	Avon
Construction Inspection:	Avon
R/W Plan Development:	N/A
R/W Acquisition / Appraisals:	N/A
Utility Relocation:	First Energy, Brightspeed, Charter

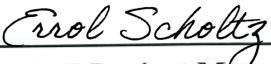
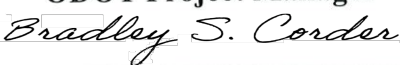
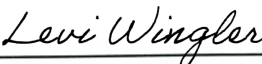
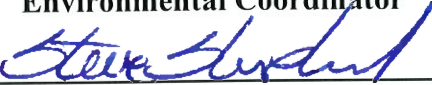
Q. Field Review

Representatives Present:			Date: April 24, 2024
Name:	Name:	Name:	
Errol Scholtz - ODOT	Jeff Rogers - ODOT	Duane Streater - Avon	
Ryan Cummins – Avon/CVE	Beth Fulton - CVE		

R. Commitment Dates

Activity	<u>Milestone Date</u>
LPA Scope of Services Document signed	1/17/2025
Initial Project Scope Complete (ODOT use only)	
LPA Agreement signed	2/17/25
Authorization Design Consultant (if Federally funded; then PE needs Fed. Authorization, signed contract and encumbrance first)	NA
Preliminary R/W Plans Submitted (Minimum 30 day before Stage 2 for small project, 60 days for large project)	NA
Preliminary R/W Plans Approved (typically 1 month after submission)	NA
Stage 1 Submission (combine with Stage 2)	07/11/2025
Stage 2 Submission (combine with Stage 1)	07/11/2025
Stage 3 Submission	10/3/2026
Stage 1,2 or 3 Plans Reviewed	1 month after submission
Final R/W Plans Submitted (typically same date as Stage 2 submission)	NA
Final R/W Plans Approved (typically 1 month after submission)	NA
Environmental Document Approved (typically 6 months from Stage 2 submission. If R/W involved, then the Environmental Document Approval must be completed at least 1 year prior to the District R/W Cert. Date.)	08/22/2025
Authorization for Detail Design (If Federally funded, then 1 month after Env. Document approved)	NA
Local Let PS&E Package to District	11/30/2025
Environmental Certification Form (ECF) (typically same as PS&E to District-Request from DEC one week prior to PS&E submission)	11/30/2025
District R/W Certification (typically 1 month after Env. Clearance Date. If R/W purchased then 1 year after Environmental Document approved Date. Required whether project requires R/W or not)	09/26/2025
Plan Package to C. O. (typically 1 month after PS&E to District)	12/31/2025
Sale Date (minimum 1 month prior to award date, minimum 2 month after Plan Package to C.O.)	02/27/2026
Award Date	03/27/2026
Estimated Begin Constr. Date	05/22/2026
Estimated End Constr. Date (days of duration? _____)	09/30/2026
LPA Final Acceptance (1 month after End Constr. Date)	12/15/2026

Project Schedule Approval:

	<u>1-15-25</u>
Local Agency Approval	Date
	<u>1/15/25</u>
Local Agency Approval	Date
	<u>1-16-25</u>
ODOT Project Manager	Date
	<u>03/07/2025</u>
Real Estate Administrator	Date
	<u>3/11/25</u>
Environmental Coordinator	Date
	<u>01/17/2025</u>
ODOT LPA Manager	Date

Project Close 12/15/26

End Construction 9/30/26

Begin Construction 5/30/26 (hold a pre-con during this month)

Award (two City Council meetings) – 4/13/26 and 4/27/26 (so Award is latter date)

Sale/Bid Opening (starting after Federal Authorization and advertised for 21 days - starting on 3/5/26) - 3/26/24

Federal Authorization (typically 10 business days from plans in Central Office) – 2/23/26

Plan Package in Central Office – 2/2/26

Plan Package to District – 1/2/26

Stage 3 Approved – 11/14/25

Stage 3 Submitted – 10/17/25

Stage 1/2 Approved - 8/8/25

Stage 1/2 Submitted – 7/11/25

Environmental Document Approved – 8/22/25

Environmental Document Submitted 7/18/25