

First Reading: January 15, 2015
Second Reading: dispensed

RESOLUTION 2015- 07

A RESOLUTION DETERMINING TO IMPROVE A ROAD IN SYCAMORE TOWNSHIP, AUTHORIZING A CONTRACT WITH TEC ENGINEERING, INC. FOR THE SYCAMORE ROAD IMPROVEMENT PROJECT, AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees is desirous of making improvements to roads in the Township by making improvements to Sycamore Road from Plainfield Road to Kenwood Road including all intersections between and at the termini (the "Sycamore Road Improvement Project"); and

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

WHEREAS, the Board of Township Trustees desires determine to proceed with the road improvements and to contract with TEC Engineering, Inc. for engineering services for the Sycamore Road Improvement Project;

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

SECTION 1. The Board determines to make road improvements to Sycamore Road from Plainfield Road to Kenwood Road including all intersections between and at the termini (the "Sycamore Road Improvement Project"). The Township Administrator is authorized and directed to contract with TEC Engineering, Inc. to provide the engineering for the Kenwood Road Access Project as set forth in the proposal prepared by the Township and the Hamilton County Engineer for the project.

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

SECTION 3. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.


SECTION 4.

This Resolution shall take effect immediately.

VOTE RECORD:

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

PASSED at the meeting of the Board of Trustees this 15th day of January, 2015.



Dennis W. Connor, President




Cliff W. Bishop, Vice President



Thomas J. Weidman, Trustee


AUTHENTICATION

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



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROFESSIONAL SERVICES AGREEMENT

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

SECTION 1. GENERAL DESCRIPTION OF PROJECT

Client hereby retains TEC to perform and TEC hereby agrees to perform the Services (as defined in Section 2) in accordance with the terms and conditions set forth in this Agreement. The project in connection with which the Services will be provided is generally described as follows: HAM-CR 279-0.00 (the "Project").

SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES

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

SECTION 3. CONTACT PERSON

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

SECTION 4. DATE OF COMMENCEMENT; DURATION

The Date of Commencement for the Services provided pursuant to this Agreement shall be the later of (a) the date on which the Agreement is fully executed and (b) the date agreed in writing by the Contact Persons. TEC shall perform the Services with commercially reasonable due diligence and meet or exceed the final date (12/12/2017) specified by ODOT in the original scoping document dated September 29, 2014, subject delays attributable to Force Majeure (as defined in Section 6.22) and delays caused by or attributable to any act or neglect of Client or by any agent, employee, or other person or entity in privity with Client (other than TEC) (a "Client Delay").

SECTION 5. COMPENSATION

Client shall pay TEC the sum of FIVE HUNDRED TEN THOUSAND FIVE HUNDRED FORTY-EIGHT and 00/100 Dollars (\$510,548.00) for TEC's performance of the Services pursuant to this Agreement, subject to adjustment as expressly provided in, and pursuant to, this Agreement.

SECTION 6. TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SYCAMORE TOWNSHIP, OHIO

TEC ENGINEERING, INC.

Signed: _____

Signed: _____

Typed: _____

Typed: Edward R. Williams

Title: _____

Title: Vice President

Date: _____, 2015

Date: _____, 2015

Attachment 1: Proposal

October 14, 2014

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

Re: HAM-Sycamore Road-0.00
PID# 98764

Dear Mr. Bickford,

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

The total fee for authorized tasks under the scope of services is \$510,548.00. Additional "If Authorized" tasks would include an additional \$9,373. These costs include all subconsultant costs from Thelen & Associates, American Structrepoint, Stantec, and Gray & Pape.

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

Sincerely,



Edward R. Williams, PE, PTOE
Vice President

SCOPE OF SERVICES – HAM-Sycamore Road-0.00

Sycamore Township, OH

October 14, 2014

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

American Structurepoint has been included as a sub-consultant for design of a roundabout at the Sycamore Road and Plainfield Road intersection. Subconsultants Stantec and Gray & Pape are included to conduct the necessary environmental studies and prepare the environmental reports. Subconsultant Thelen & Associates is included for conducting geotechnical borings and for preparation of the geotechnical report.

Proposed Work:

The proposed work includes Design under ODOT PDP Path 2 project for roadway and intersection improvements to Sycamore Road between Plainfield Road and Kenwood Road in Sycamore Township, OH. Work includes, but is not limited to new roundabout design at the Plainfield Road intersection, curb and gutter, sidewalk (one side only), potential profile improvements, traffic signal warrants at Blue Ash Road, traffic signal redesign at Kenwood Road, potential to add turn lanes on Kenwood Road, signage, drainage and public involvement.

1. Field Surveys and Basemap preparation

Surveyors from TEC will conduct a complete field survey of Sycamore Road between Plainfield Road and Kenwood Road with additional survey of 500 feet along the north and south legs of Plainfield Road, Blue Ash Road, and Kenwood Road. The width of survey will be between house faces or 25 feet outside of public right of way. The field survey includes locating existing topographical features such as curbs, utilities (not subsurface), drainage structures and inverts, traffic poles, driveways, landscaping, pavement markings and grades. Survey will also be used to find property corners for use in identifying existing right of way and property lines necessary for right of way plans. Online and courthouse research will be conducted to identify existing right of way limits and property ownership within the surveyed area.

Utility identification and location will be by field survey, OUPS markings and from drawings provided by the utility owner. No subsurface utility investigation is included in this proposal.

TEC will conduct traffic counting activities by use of tubes, cameras or manual counts at the Plainfield Road, Blue Ash Road, and Kenwood Road intersections. These counts will be used to prepare traffic signal and turn lane warrants, analyze the roundabout capacity, and later in traffic signal design.

Thelen and Associates will conduct a Geotechnical Exploration in accordance with ODOT guidelines for Sycamore Road, the roundabout area at Plainfield Road and for potential widening on Kenwood Road. A geotechnical report will be prepared and submitted with any

recommendations based on soil cores. This scope does not include any borings for potential retaining walls within the corridor as no walls are anticipated to be used.

Due to the onset of winter and the requirement to have Phase 1 drawings completed by March 30, 2015, TEC recommends authorization of the field survey and geotechnical investigations immediately to take advantage of fair weather. Design work can be authorized at a later date.

2. Project Design Phase

- Project design will follow the ODOT PDP process for a Path 2 project, modified as necessary to account for requirements identified in the ODOT scoping document and the scoping meeting. The following design elements are included in this proposal:
 - Sycamore Road improvements are to use the existing alignment and vertical profile as best as possible.
 - Roadway improvements including curb and gutter, sidewalk on one side, curb ramps, drainage improvements, pavement marking, signing, driveway aprons, and intersection improvements.
 - Roadway work to be done in right-of-way as much as possible with possible need for temporary slope easements.
 - Efforts will be made to design around existing utilities with understanding that the utility will be relocated by the utility owner if necessary.
 - Railroad coordination near Blue Ash Road to widen crossing and move railroad gates in anticipation of roadway and sidewalk improvements.

- New roundabout at Plainfield Road to replace the existing three-way stop intersection. This roundabout will be designed and detailed by subconsultant American Structurepoint. Design will utilize ODOT standards and specifications supplemented with their in-depth knowledge obtained from multiple previous roundabout designs.
 - The new roundabout is anticipated to be located within existing right-of-way and Township owned property to the northeast. All work will take place outside the limits of park owned property.
 - Roundabout will be analyzed to determine number of lanes and correlation with connecting legs. Additional consideration will be given to driveways within and near to the roundabout.
 - Landscaping within roundabout to use low growing plants and incorporate a drip irrigation system as required by Hamilton County.
 - Roundabout apron to use stamped concrete or other low maintenance material as approved by Sycamore Township and Hamilton County. Use of pavers is not permitted.

- All design will be in accordance with ODOT standards and design manuals with possible exceptions to include approved Hamilton County standards.

- Environmental work identified in the ODOT scoping document will be completed by subconsultant Stantec in accordance with standard ODOT design manuals and guidance.
 - A Cultural Resources Coordination Package is included as an “If Authorized” item in this proposal and will be performed by subconsultant Gray & Pape.
 - A Phase I Environmental Site Assessment is included as an “If Authorized” item in this proposal and will be performed by subconsultant Stantec.
 - ODOT will determine if these “If Authorized” items are required as work on the environmental document is underway.
 - The environmental studies and CE document will be reviewed by ODOT for comment and approval in accordance with the project schedule found in the scoping document.

- Public participation for this project is anticipated to include one meeting with project stakeholders including the Sycamore Township trustees and representatives from ODOT and Hamilton County. One additional meeting is expected to introduce the project to the community and to provide insight into roadway design and information on the advantages and proper use of a roundabout.

- Traffic signal warrant analyses at Blue Ash Road. If a traffic signal is warranted the traffic signal can be designed for an additional “If Authorized” fee. This fee is not included in this price due to the coordination requirements with the railroad and the installation of signal preemption. If the signal warrants, TEC will discuss the intersection with the Ohio Rail Development Commission and develop a cost and scope for design.

- TEC will coordinate proposed improvements with the Railroad Commission in order to quickly determine any necessary railroad improvements. If changes to the rail crossing are necessary we will negotiate with the Railroad Commission on who will design and pay for the changes and to ensure that the changes do not impact the construction schedule for Sycamore Road.

- Intersection turn lane warrants and traffic signal redesign at Kenwood Road. If additional turn lanes are warranted TEC will design the necessary widening of Kenwood Road to account for the widening.

- Traffic signal design will use typical ODOT standards with modifications necessary to utilize equipment and standards for Hamilton County and for other signals found in Sycamore Township. Traffic signal design at Kenwood Road may include signal preemption for the adjacent Safety Services building.

- All roadway and traffic signal plans will be coordinated with the concurrent design of fiber optic lines under separate contract.

- TEC will provide lighting design at the roundabout and at intersections within the Sycamore Road corridor. Lighting at the roundabout is anticipated to include new poles and lighting circuit as necessary to obtain proper illumination. Lighting at intersections and as needed within the corridor is anticipated to use existing (or relocated) utility poles and standard cobra head lighting standards.
- Water and sewer relocation work beyond relocating fire hydrants and adjusting manholes is not part of this scope. The project will be reviewed during the various design stages to determine if relocation work is necessary. If required, a contract modification may be submitted to account for production of relocation plans.
- Traffic Control Plans will incorporate pavement markings and/or signage to provide advance warning to drivers of appropriate lanes for roundabout use. Pavement markings and signing will be per the ODOT scoping document.
- Full Maintenance of Traffic plans will be included in the design for each stage of construction. It is anticipated that a minimum of one lane in each direction of Plainfield Road will be maintained throughout roundabout construction. Discussion will be made between TEC, Sycamore Township, and Hamilton County to determine the maintenance of traffic for improvements to Sycamore Road. It is likely that improvements can be completed quicker and with higher quality if one lane of Sycamore Road can be detoured (to Galbraith Road or Kugler Mill Road) for the duration of construction. One way access for local residents and business would be maintained.
- Cost estimates will be determined at each design submission and will be based on historic ODOT cost indices modified for known costs from recently completed local projects.

3. Meetings

Review meetings are anticipated after each review of Preliminary Plans, Stage 2, Stage 3 and Right-of-Way submissions. It is anticipated that all necessary meetings will be held at the Sycamore Township Administration Building. Other meetings between TEC and subconsultants will be necessary through design to properly coordinate work. These meetings will be a combination of in-person meetings (either at TEC, on-site, or at the Township Administration Building) or by conference call.

As noted above, the cost proposal includes time and expense for two public meetings – the first with project stakeholders and the next a full public meeting complete with exhibits and handouts. The stakeholder meeting is anticipated to be held after Stage 1 drawings are complete. The full public meeting is anticipated immediately after the stakeholder meeting or prior to completion of Stage 2 design.

4. Schedule

The schedule for completion of various design and study phases of the project is included in the ODOT scoping document. It is the intent of the project team to move this project quickly through design ahead of this schedule to possibly take advantage of funding in an earlier fiscal year.

5. Project Costs

The total fee for authorized tasks under the scope of services is \$510,548.00. Additional "If Authorized" tasks would include an additional \$9,373. These costs include all subconsultant costs from Thelen & Associates, American Structrepoint, Stantec, and Gray & Pape.

- If Authorized Items – Costs for these items are tabulated but not included in the total costs above. These items may be authorized for inclusion by Sycamore Township at a later date:
 - Cultural Resource Coordination Package - \$4654.
 - Phase I Environmental Site Assessment (includes up to three sites) - \$4719

TEC COST PROPOSAL

ODOT SCOPING DOCUMENT
(as of 10/14/2014)

LPA SCOPE OF SERVICES FORM

A. Project Identification

County	HAM	Route	Sycamore Rd	Section	0.00
Project sponsor / Maintenance responsibility:		Sycamore Township/Hamilton County			
Local Let	X (Hamilton County)	ODOT Let			
Scope field review:	9/29/14	Scope meeting:	9/29/14		
Highway Functional Classification		Local Minor Arterial/Collector			
PID	98764				
Fiscal Year	2018	Proposed Sale Date	5/17/18		

B. Design Standard

ODOT; HCEO

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

C. Project Description

Purpose and Need:	<i>To improve safety and drainage at three intersections along Sycamore Road and provide pedestrian connectivity along the corridor.</i>
Project Description:	<i>This project consists of improving three intersections along Sycamore Road; Kenwood Road; Blue Ash Road and Plainfield Road. This work will include a single lane roundabout with dedicated turn lanes at Sycamore Road and Plainfield Road, as well as some vertical profile improvements at Kenwood Road and Blue Ash Road, and drainage improvements. A sidewalk will be added to the corridor at these intersections as well as along Sycamore Road, for future connection along the corridor. Capacity improvements at Kenwood Road signal.</i>

Prior studies / plan (identify):	<i>Sycamore Township Land Use Plan Update , November 21, 2012</i>
Estimated Project Length: (begin pavement to end pavement including bridge)	<i>0.70mi</i>
Work Length: (including project length & approach work)	0.78 mi

Alignment:	Existing	X	Relocated	
Profile:	Existing		New	X (combined)
Logical Termini: (w/explanation)				
The project extends along Sycamore Road from Plainfield to Kenwood Road. On the west end, the project includes 200' approaches on either side of Plainfield Rd for roundabout construction. On the east end the project will end at Kenwood Road.				

D. Typical Sections

Existing:

Width:	Pavement	20'	Graded Shoulder		Treated Shoulder	2'
R/W	60'					
Bridge:	face to face of rails			or toe to toe of parapets		
Curbs	Yes		No	X		
Curb ramps	Yes		No	X	(2 curb ramps at Blue Ash Road)	
Sidewalks	Yes		No	X	Comment	600' of 3' sidewalk east of Blue Ash Rd (on south side)
Guardrail	Yes		No	X	Type	

Signals:	Yes:	X	No:		Number:	1
Intersections:	Sycamore Rd & Kenwood Rd					
Warrants:	Required					
ITS Coordination (CFR 940):	Major ITS:		Minor ITS:		Non-ITS:	X
Comments:						

Proposed:

Width:	Pavement	20'	Graded Shoulder		Treated Shoulder	
Bridge	face to face of rails			or toe to toe of parapets		
Median:	Yes		No		Type	

Curbs:	Yes	<input checked="" type="checkbox"/>	No		Type	6 or 2
Curb ramps:	Yes	<input checked="" type="checkbox"/>	No		ADA compliant	
Sidewalks	Yes	<input checked="" type="checkbox"/>	No		Comment	Side TBD (5' min., 7' min at curb)
Guardrail	Yes		No	<input checked="" type="checkbox"/>	Type	

Signals:	Yes:	<input checked="" type="checkbox"/>	No:		Number:	1
Intersections:	Sycamore Rd & Kenwood Rd (Possibly at Blue Ash Road)					
Warrants:						
ITS Coordination (CFR 940):	Major ITS:		Minor ITS:		Non-ITS:	<input checked="" type="checkbox"/>
Procedures for CFR 940 ITS Compliance follow Part 13 to ©DOT Traffic Engineering Manual						
Comments:						

Resurfacing Accident Analysis Investigation						
Current Year ADT:	3,741 vpd	One Page Summary Required:	Yes:		No:	
District Planning and Engineering Administrator Approval						
Signature:					Date:	

Supplemental Information

ADT	Kenwood Road – 18,599 Blue Ash Road – 12,500 Sycamore Road – 3,741	Design ADT (2038)	Kenwood Road – 27,526 Blue Ash Road – 18,500 Sycamore Road – 5,240
DHV	Kenwood Road – 1,860 Blue Ash Road – 1,262 Sycamore Road – 375	Certified Traffic	Required
T24	409 (2.2%)		
Design Speed	35 mph	Legal Speed	35 mph
Comments:			

E. Right-of-Way

Right-of-Way Plan:	Yes	<input checked="" type="checkbox"/>	No	
Approximate Number of Parcels:	5+			

Known relocations:	Yes		No	X
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Railroad Involvement:	Yes	X	No	
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Railroad Name:	Indiana Ohio Railroad			
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Encroachments:				
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Airway Highway Clearance:	Yes		No	X	Remarks	
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Airport Name					
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Comments:					
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Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

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

F. Utilities

Aerial:

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

Buried:

Phone	Yes		No		Name of Company		
Cablevision	Yes		No		Name of Company		
Power	Yes		No		Name of Company		
Gas	Yes	X	No		Name of Company	Duke Energy	
Pipelines:	Yes		No		Name of Company		
Water	Yes	X	No		Private	Public	X
Sanitary Sewer	Yes	X	No		Private	Public	X
Storm Sewer	Yes	X	No		Private	Public	X
Other	AT&T fiber optic						

Comments	
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G. Structure Requirements

Existing Structure information: N/A

Structure type:					
Sufficiency Rating:		General Appraisal		Bridge No.	
Structure File No.		Crossing			
Bridge length:					
Number of Spans					
Eligible for the National Historical Register	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	

Proposed Structure: N/A

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

H. Design Exception(s) required

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

I. Traffic Control

Signing:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Remarks	
Striping:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Remarks	644 Thermo (long and short markings)
Lighting:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Remarks	Intersections only

Signals:	Yes	X	No		Remarks	
RPM's:	Yes		No	X	Remarks	

J. Maintenance of Traffic

Detour		Part Width	X
Remarks:	Part width construction		

Maintenance of Pedestrian and Bicycle Traffic:	Yes:	X	No:	
Remarks:	Maintain during construction			

K. Driveways

Yes	X	No		Type	Residential & Commercial (use Hamilton County Driveway Manual for design and to check widths)
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L. Project Funding

Project Cost Estimate:	\$7,435,898				
Sources of Funding:	STP (federal), Local, TA				
Quantity splits needed in plans to differentiate funding participation:	Yes	X	No		
Comments:	78%/22%				
Coordination with Concurrent Projects Required:	Yes	X	No		
Comments:	Need quantity splits for TA funding				

Detailed Cost Estimates and Participation:

	Total Federal Funds/Percent Split		Total Local Funds/Percent Split	
PE				
RIGHT OF WAY	\$800,000	80%	\$200,000	20%
UTILITIES				
CONSTRUCTION	\$5,471,206	91%	\$540,000	9%
CONST ENGINEERING	\$607,912	91%	\$60,000	9%
TOTAL	\$6,879,118	90%	\$800,000	10%

M. Environmental

Scope of the Proposed Action /Involvement with Resources:

These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.

Additional information regarding these items can be found on the Office of Environmental Services – Environmental Tool Kits webpage at <http://www.dot.state.oh.us/Divisions/Planning/Environment/training/Pages/Toolkits.aspx>

	Not required	Required	Responsibility	Comments
Tentative CE Level <u> 1 </u>		X	Sycamore Twp.	Online
Purpose and Need Statement		X	Sycamore Twp.	CE Document
Cultural Resource Coord. Package		X	Sycamore Twp.	If Authorized (Section 106)
Cultural Resource Phase I	X			
Cultural Resource Phase II	X			
Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recover Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation	X			Discuss nearby park in CE
Ecological Survey Level 1		X	Sycamore Twp.	If Authorized (Bat trees, buffalo clover)
Ecological Survey Level 2	X			
Wetland Survey	X			
Section 9/Section 10 Stream	X			

404 NWP-Army Corps of Engineers	X			
404 PCN-Army Corps of Engineers	X			
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			
Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR	X			Discuss in CE

Public Involvement		X	Sycamore Twp.	Letters to Property Owners
Public Meeting/Hearing	X			Public meeting for roundabout
ESA-Screening		X	Sycamore Twp.	
ESA Phase I/Phase II/Remediation		X	Sycamore Twp.	If Authorized
Drinking Water Resources	X			
Flood Plain/Flood Way		X	Sycamore Twp.	Discuss FEMA flood plain
Environmental Justice	X			
Noise Study	X			
Air Quality	X			

Asbestos Inspection Required:	Yes		No	X
Comment:				

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

none

N. Roles / Responsibilities

Construction plan development: (ODOT Prequalified Consultant must be used if not being prepared in house by LPA)	ODOT Prequalified Consultant [OR] LPA
Proposal/Specification Development:	Hamilton County Engineer's Office
LPA Agreement:	Hamilton County Engineer's Office
Form and preliminary legislation:	N/A

Advertising and award of contract:	Hamilton County Engineer's Office
Construction inspection:	Hamilton County Engineer's Office
R/W plan development:	ODOT Prequalified Consultant
R/W acquisition / appraisals:	ODOT Prequalified Consultant & Hamilton County Engineer's Office
Utility relocation:	Coordinated with Hamilton County Engineer's Office

O. Field Review

Date:	
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REPRESENTATIVES PRESENT:

Name	Company	Phone	E-mail

Other Comments from the Field Review:	

P. COMMITMENT DATES	ODOT-let	Local-let X	Reservoir
ACTIVITY	START	FINISH	
Authorization to Proceed	--	9/29/14	
Stage 1 Review	3/30/15	4/30/15	
Stage 2 Review	1/12/16	2/12/16	
Stage 3 Review	8/12/16	9/12/16	
R/W Plans Approved	1/12/16	4/12/16	
Bid document & tracings (PS&E) to District	--	12/12/17	
R/W and Utility Clearance	--	10/12/17	
Environmental Clearance	9/29/14	3/29/16	
Plan Package to C. O.	1/12/18	1/22/18	
Sale Date / Award Date	5/17/18	7/17/18	
Award Package to District	--	8/17/18	

Schedule Explanation: Authorization to Proceed Start Date is the date that the District submits the programming package to Central Office. Finish Date for said activity is when a state job number has been

established. Start Date for Environmental Clearance is normally the same as the date the project has been programmed. Start Date for Stage 2 Review is the date of submission to the District of the preliminary R/W plans. Finished date for said activity is when comments are returned to the LPA. Start Date for R/W Plan Approved is when the District has received final R/W plans and associated documents. Finish Date for said activity is when the District has approved said plans and associated documents. Start Date for R/W and Utility Clearance is the date that the LPA is authorized to begin acquisition. Finish date for said activity is when the District certifies clearance to FHWA. The LPA should certify R/W and Utility Clearance to the District one month before the R/W and Utility Clearance Finish Date. Start Date for Plan Package to C. O. is the date that the PS&E package leaves the District and the finish date is the day it is logged in at Central Office. One should allow forty-five days from Plan Package to C.O. for PS&E approval and project advertising before the Sale Date. Start date for the Award Date is the Sale Date of the project. And the Finish Date for the Award Date is the date the project was awarded. Award Package to District shall be submitted to ODOT no later than one week after the award.

Project Scope of Services Approval:

Environmental Coordinator		Real Estate Administrator	
Program Manager		Project Manager	
P&E Administrator			

TEC COST PROPOSAL
WAGE RATES AND SUBCONSULTANT COSTS

TEC proposes to use our reduced, preferred client wage rates for this project as shown in the chart below. TEC and all subconsultants will utilize invoice this project on a time-and-expense-not-to-exceed basis.

Employee Category	Preferred Wage Rate
Associate	\$ 144/ hr
Project Manager	\$ 134/ hr
Project Engineer	\$ 102/ hr
Design Professional	\$ 83/ hr
Senior Technician	\$ 73/ hr
Co-Op Employee	\$ 47/ hr
Associate Technician	\$ 93/ hr
Professional Surveyor	\$ 102/ hr

Subconsultant costs are shown below:

Subconsultant	Cost Proposal
Stantec (Environmental)	\$ 21,751
Thelen & Associates (Geotechnical)	\$ 30,638
Structurepoint (Roundabout)	\$ 130,960
Stantec (Environmental)	\$ 4719*
Gray & Pape (Environmental)	\$ 4654*

* If Authorized