



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

TO: Dave Ruller, City Manager
FROM: Dave Coffee, Director of Budget and Finance *David Coffee*
DATE: November 27, 2012
SUBJECT: Amendment of Designated Depositories Ordinance 2011-63

I am respectfully requesting Council Finance Committee agenda time at its December 5, 2012 meeting for the purpose of seeking their authorization to amend Ordinance 2011-63, Designation of Public Funds Depositories for the City of Kent.

City Council passed Ordinance 2011-63 in August of last year, which designated various financial institutions as approved public funds depositories from September 17, 2011 until September 16, 2016. Since passage of this Ordinance interest rates have continued to decline, making it increasingly difficult to earn optimal rates of return on the City's Investment Portfolio. We subsequently explored various options and have determined that in some instances the City can improve its yield through investment in FDIC Insured Bank CD's available through select investment brokerage firms in conformance with Ohio Revised Code, Chapter 135 – Uniform Depository Act.

The investment brokerage firms use specific financial institutions as their settlement agents and third party safe keeping custodians for such investments. Consequently, to assure full disclosure and compliance with both the Ohio Revised Code and the City's Investment Policy, we are requesting the addition of two financial management institutions to amend Ordinance 2011-63. The financial institutions are Pershing LLC, a subsidiary of The Bank of New York Mellon Trust Company, and National Financial Services LLC, a division of Fidelity Investments. National Financial Services is based in Boston, MA, and Pershing is based in New York, NY. Both are members of the Depository Trust Company and hold over a trillion dollars each in assets.


We are requesting the addition of these two financial management institutions to the City's designated public funds depositories to be included as approved secondary depositories for both the active and interim funds of the City.



CITY OF KENT, OHIO

DEPARTMENT OF LAW

**TO: CITY COUNCIL MAYOR
DAVE RULLER, CITY MANAGER**

FROM: JAMES R. SILVER 

DATE: NOVEMBER 28, 2012

RE: PEDDLERS, SOLICITORS & VENDORS AREAS

The issue of location for Category "A" peddlers, solicitors and vendors has come back to staff for review. The current locations for the larger, "fair type" trailers have become areas of concern on several fronts.

First, the City is having to tow cars from the reserved vendor spaces on a regular basis, to let the vendors set up their trailers. Staff feels that the City does not really want the bad publicity associated with the towing of cars.

Second, there have been noise issues during downtown concerts and festivals caused by the vendors.

Third, at least one of the vendors has been using Home Town Bank's electricity without permission.

For these reasons, staff (Chief Lee, Gene Roberts, Suzanne Robertson and myself) is recommending a relocation of the vendor spaces for Category "A" licenses to under north the Haymaker Parkway Bridge. We are also recommending a re-write of the language in Section 745.11 (attached) to clarify that it will be "up to" five (5) spaces for Category "A" licenses, allowing that it could be less than five (5).

We also request passage on an emergency basis, as the auction for the spaces for next year is held in December.

Thank you.

EXHIBIT "A"

745.11 VENDING AREAS.

All vending on public streets and sidewalks of Kent, Ohio, shall be conducted only in the designated vending areas, upon implementation of this ordinance.

- (a) Category "A" license holders shall only vend in up to five (5) spaces designated by the City Service Director on Water Street, Main Street, Depeyster Street and Franklin Avenue. The City Service Director may designate less than five (5) spaces at his/her discretion. No other vehicles may park in this area during the approved vendor times. Spaces are to be obtained on an annual basis by auction in December for the following year under guidelines established by the City Service Director. The auctions shall be held at 2:00 p.m. on the first Monday of December, except for the first year, which shall be held at the discretion of the Service Director. Notice of the auction shall be published in the local newspaper at least one week prior to auction.

If not all spaces are sold at auction, remaining spaces will be sold on a first come first serve basis, with the cost being equal to the last price paid by a winning bidder in the same year. The auction for the first year of these regulations may be held whenever the Service Director directs.

- (b) Category "B" license holders shall only vend on the sidewalks on: Main Street between Lincoln Street and the main bridge over the Cuyahoga River; on Water Street between Portage Street and Erie Street; on Franklin Avenue between Main Street and College Street.
- (c) No vending shall take place anywhere else on the public streets in the City of Kent.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Copley

FROM: Rhonda Boyd *R. Boyd*

DATE: November 26, 2012

RE: Fred Fuller Park Redmond Bridge– LPA Federal Local-Let Project Agreement

Staff is requesting Council time to review and approve the City to enter into the attached LPA Federal Local-Let Project Agreement for the reconstruction of the Redmond Bridge from Fred Fuller Park to Kramer Fields. The opinion of probable project costs is \$1,166,000. Federal funding will contribute 80% of the eligible costs up to \$968,000 towards the completion of the project.

C: Jim Bowling
John Idone
Jim Silver

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Kent, hereinafter referred to as the LPA, 940 Overholt Rd., Kent OH 44240.

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 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 replacement of bridge in Fred Fuller Park in the City of Kent, (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(D) of the Ohio Revised Code;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 1,166,000 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible construction costs, up to a maximum of \$968,000 in Federal Municipal bridge 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 cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

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

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

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

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

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

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

5. ENVIRONMENTAL RESPONSIBILITIES

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

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

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and,

as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program

approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.

- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/resources/findings/default.htm/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPSL). Contractors on the EPSL are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPSL can be viewed on the Federal EPSL website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.

- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:

James Bowling, PE
930 Overholt Rd.
Kent OH 44240
330-678-8106
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the

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

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

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 Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all

of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

WAIVER PROCESS FOR DBE GOALS

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

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

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

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

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

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the

discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

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

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

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

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

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

James Bowling, PE	CHAD ROOT, PE
930 Overholt Rd.	ODOT DISTRICT 4 LPA MANAGER
Kent OH 44240	2088 SOUTH ARLINGTON RD.
	AKRON OH 44306

15. GENERAL PROVISIONS

15.1 Recovery of Overhead and Fringe Costs: .

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

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

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

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

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

15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States

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

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

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

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

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

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

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

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

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

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

POR-FRED FULLER PARK DRIVE
COUNTY-ROUTE-SECTION

90582
PID NUMBER

25380
AGREEMENT NUMBER

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

LPA: _____

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			100% Revenue Credit FUNDS			
	amount	%	SAC	amount	%	SAC	amount	%	SAC	
PE Preliminary develop; environ clearance	\$0			\$0			\$0			\$0
PE final design; construction plans and specs	\$0			\$0			\$0			\$0
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0			\$0			\$0			\$0
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0			\$0			\$0			\$0
CONSTRUCTION fund source 1	\$217,800	20	LNTP	\$871,200	80	4R87	\$0			\$1,089,000
Const. admin, mat'l testing & inspection	\$15,246	20	LNTP	\$60,984	80	4R87	\$0			\$76,230
CONSTRUCTION fund source 2	\$0			\$0			\$0			\$0
Const. admin, mat'l testing & inspection	\$0			\$0			\$0			\$0
OTHER DIRECT OUT -OF-POCKET EXPENSES (provide details)	\$0			\$0			\$0			\$0
	\$233,046			\$932,184			\$0			\$1,165,230

Attachment 2

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 prorata 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.

We the City of Kent request that all payments for the Federal/State share of the construction costs of this agreement performed by _____

(CONTRACTOR'S NAME)

be paid directly to _____
(CONTRACTOR'S NAME)

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature

LPA Local-let Participation Requirement Review Form

City of Kent

Fred Fuller Park Drive

Local Public Agency (LPA)

Project Name

Upon receipt of an LPA's initial project programming package, the District Office shall thoroughly review and evaluate the content with regard to the following requirements for Local-let Program participation. Failure by the LPA to demonstrate a satisfactory status for any of these prerequisites shall result in the District denying the LPA the privilege of administering the delivery of a Local-let project.

1. The LPA agrees to adhere to the Ohio Department of Transportation (ODOT) Locally Administered Transportation Projects Manual of Procedures.
2. The LPA's Person in Responsible Charge accepts the following responsibilities:
 - a. Ensure that all applicable Federal and State regulations are followed on the project and have the responsibility, authority and resources to manage it effectively.
 - b. Serve as agency contact for issues or inquiries concerning the project.
 - c. Be familiar with project progress, involved in decisions that require change orders, and visit the project on a frequency that is commensurate with the magnitude and complexity of the project.

Person in Responsible Charge:

Rhonda Boyd, P.E., P.S.

Current Roles and Responsibilities within LPA:

Senior Engineer

Statement of Qualifications:

Twenty Years experience in engineering including design and management of Federally funded projects.

3. Identify the LPA Designee to serve as the Construction Project Engineer (CPE), or if the CPE will be provided through contracted consultant services:

Rhonda Boyd, P.E., P.S.

4. The LPA must have previously delivered and maintained successful capital improvement projects of a similar size, nature and complexity.

Project Name:	ODOT PID:	Letting Agency	Amount::	Funding Sources:
Portage Bike and Hike	80660	Kent	\$1.6 Million	City, TEP
Scope: Construction of 7000 feet of multiuse trail and a bridge crossing over the Cuyahoga River.				
Issues / Comments: Currently under construction.				

Project Name:	ODOT PID:	Letting Agency	Amount::	Funding Sources:
Spaulding Drive Bridge	80549	Kent	\$0.5 Million	City, Municipal Bridge Funds
Scope: Replacement of a 500 foot section of Spaulding Drive including the existing bridge over Fish Creek.				
Issues / Comments:				

Project Name:	ODOT PID:	Letting Agency	Amount::	Funding Sources:	Complete Date:
S.R. 59 Signalization	81651	Kent	\$3.1 Million	City, CM/AQ	
Scope: Reconstruction of eleven traffic signals, signing, markings and central system to be housed in City Fire Station.					
Issues / Comments: Currently in Design.					

5. Indicate for what project phases the LPA expects to contract consultant services. If function is performed by LPA staff, indicate the LPA Designee(s) responsible:

Environmental:	Consultant
Design:	Consultant
PS&E (Including Bid Document)	Consultant
Right-of-Way	none
Construction Administration & Inspection	City of Kent and Consultant
Sampling and Testing	Consultant

6. The LPA has established and documented practices for each of the following project administration responsibilities. The LPA must indicate LPA support staff responsible for the management of these processes. Written processes should be attached separately to this form, or documented in the space provided (field will expand).

7.

- a. Consultant Services Evaluation and Selection:

LPA Designee(s): James S. Bowling, PE, Rhonda E. Boyd, PE, PS, John Idone Park Director

Process Description: Qualifications Based Selection Process. 1. Advertise for Qualifications. 2. Rate and evaluate responses. 3. Shortlist and possibly interview top three consultants. 4. Select consultant. 5. Determine project scope, schedule and negotiate fee.

- b. Consultant Services Management:

LPA Designee(s): Rhonda E. Boyd, PE, PS

Process Description: 1. Kickoff project with ODOT and consultant. 2. Establish schedule of submittals. 3. Review submittals for adherence to scope and standards. 4. Submit to ODOT as required. 5. Attend periodic project update meetings with AMATS and ODOT. 6. Review consultant invoicing. 7. Monitor project budget from both a design and construction perspective. 8. Monitor project schedule.

- c. Change Order Process

LPA Designee(s): James S. Bowling, PE, Rhonda E. Boyd, PE, PS

Process Description: 1. Review change order request. 2. Prepare change order documents. 3. Submit to O.D.O.T, and City of Kent Board of Control if over contingency amount for authorization to modify contract. 4. Modify contract.

- d. Dispute Resolution / Claims Management Process

LPA Designee(s): James S. Bowling, PE, Rhonda E. Boyd, PE, PS, Jim Silver, Law Director

Process Description: 1. In the event of a dispute in any manner relating to or arising out of the Agreement, the parties shall confer and negotiate in good faith within ten (10) days after the dispute arises to attempt to resolve the dispute. The City's Project Manager and City Engineer shall work together to initially resolve the dispute with the Contractor. If an agreement is not reached, the dispute may be appealed to the City's Director of Public Service.

2. In the event of any dispute arising by or between the Contractor and the Owner, each party shall continue to perform as required under the Contract Documents notwithstanding the existence of such controversy and may seek such relief as may be permitted in law or equity. This provision includes, but is not limited to the obligation of Contractor to continue to perform under the Contract Documents notwithstanding potential disputes as to certifications of amounts to be due Contractor under the Contract Documents.

3. Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain its progress during any legal proceedings and the Owner shall continue to make payments to the Contractor in accordance with this Agreement, notwithstanding the foregoing, Owner shall retain all rights hereunder to withhold amounts due to defective work, attested accounts or other claims.

- e. Finance, Accounting and Record Keeping:

LPA Designee(s): James S. Bowling, PE, Rhonda E. Boyd, PE, PS, David Coffee, Finance Director

Process Description: 1. Project Manager reviews/approves invoices. 2. City Engineer approves payment. 3. Finance Director pays invoice and performs accounting and

record keeping duties.

f. **Disadvantaged Business Enterprise (DBE) compliance:**

LPA Designee(s): Robert Climes, Engineering Technician

Process Description: Follow ODOT guidelines. Completed DBE training with ODOT in 2008.

g. **Davis-Bacon and/or State Prevailing Wages Compliance:**

LPA Designee(s): Gary Locke, Community Development Director

Process Description:

1. Prime contractor to complete Contractor/Subcontractor Information Form prior to start of work.
2. City provides prime contractor with Prevailing Wage-Contractor Responsibilities information sheet. This information sheet should be distributed by the prime contractor to their subcontractors.
3. Contractor completes a Prevailing Wage Notification to Employees form for each employee that may work on the subject job site and distributes a copy to each employee.
4. Contractor submits payroll reports to the City following one of the two options below:
 - Submit payroll reports that are certified and clearly show the hourly rate and fringe amount for each employee on the job or,
 - Submit a copy of the Notification to Employee form for each employee along with a copy of the payroll which at least shows the hourly / overtime rate of pay. The Notification to Employees form must be completed and signed by both the employee and the prime contractor's representative. Failure to provide the form may result in the delay or partial or final payments by the City to the prime contractor.

The prime contractor is required to submit two copies of every payroll report for each week that the job is open.

5. The Affidavit of Contractor Compliance form is completed, signed and notarized by each subcontractor working on a prevailing wage job as well as the prime contractor and submitted prior to final payment. Failure to make a complete submission of these forms will cause delay in final payment for the work performed. The forms must be notarized and submitted to the PWC with their original signatures.
6. In the event of noncompliance with the requirements set forth by the State of Ohio, U.S. Department of Labor or with the local requirements set forth by the City of Kent, in-progress payments will be withheld from the prime contractor and final payment will not be made until all prevailing wage issues are resolved. The City will notify verbally and/or in writing the nature of the alleged violation and attempt to verify whether noncompliance has actually occurred. In situations where the City cannot facilitate compliance, or the prime contractor or a subcontractor does not comply, the City reserves the right to request intervention by the U.S Department of Labor or the Ohio Department of Commerce, Wage and Hour Division. When such intervention is requested, the City will not release the final payment to the prime contractor until authorized to do so by the intervening entity.

h. **Maintenance of Project Files:**

LPA Designee(s): Rhonda E. Boyd, PE, PS

Process Description: 1. Project Manager holds hard copy project files until project is completed.
2. Electronic copies of files are stored on the City's file server.
3. Hard copy files are archived after project completion.

8. The LPA must not be under fiscal watch or fiscal emergency for its most recently completed fiscal year. In the event the entity is emerging from fiscal watch or fiscal emergency, the entity must be able to clearly demonstrate that it has adequate financial resources to fund matching and/or cost overruns on the project. The LPA must submit a copy of its most recently completed audit and management letter. Both documents must support the entity's ability to fiscally handle and administer the project. There should be no material or significant issues related to prior or current ODOT projects, by the entity as a whole, which would provide doubt regarding the LPA's ability to administer an LPA project

9. The LPA has established authority in place for executing the project, and must be willing to provide a copy of approved legislation that provides the mayor, county engineer or other designated local official with clear authority to enter into a project agreement with ODOT.

Signature:

Phonda Boyd
(LPA Person in Responsible Charge)

1/26/11
Date

(Attach to project programming package; include copies of all materials used in completing this evaluation.)

ODOT District Use Only:

The District LPA review team has evaluated the completed statement of qualifications provided by the requesting LPA and recommends the following:

	Approval of full administration of all project work types by the LPA, subject to satisfactory performance and no change in stated qualifications. Comment:
X	Approval of limited LPA administration on a project-by-project basis. Primary Work Type(s) approved: <i>Multi Use Facility Structure</i> Comment:
	Approval / Denial pending the provision of supplemental information. The LPA qualification package was lacking the following information necessary to make a determination: Comment:
	Denial of LPA administration request. Comment:

District Review Team:

Name / Title:	<i>Anthony J. Lee, LPA Coordinator</i>
Name / Title:	<i>Daniel J. Smith, Production Adm.</i>
Name / Title:	<i>Anne Powell / Construction</i>

Disclosure Statement
40 C.F.R. 1506.5 (c)

The consultant , (insert name), hereby certifies that it has no financial or other interest in the execution or outcome of the Ohio Department of Transportation Local-let project described as (brief description of project).

Date

Signature



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: DAVE RULLER
FROM: JAMES R. SILVER *JRS*
DATE: OCTOBER 26, 2012
**RE: REQUEST FOR COMMITTEE TIME FOR FIRE PERSONNEL
AGE REQUIREMENTS**

Civil Service has brought to my attention that the State of Ohio has changed the Ohio Revised Code age limits for original appointments to a fire department to “prior to the 41st birthday” of the applicant. The change is in Section 124.42 of the Ohio Revised Code, a portion of the Civil Service laws. The previous age limit was the 31st birthday.

Since the City follows State Civil Service guidelines, I recommend that the City change Section 137.16 of the Kent Codified Ordinances from the “thirty-first birthday” to the “forty-first birthday”.

EXHIBIT "A"

**CHAPTER 137
DEPARTMENT OF SAFETY**

137.16. AGE REQUIREMENTS FOR FIRE PERSONNEL.

Pursuant to Ohio R.C. 124.42, no person shall be eligible to receive an original appointment to the Fire Department on or after his/her forty-first (41st) birthday, unless they have prior service under the Police and Firemen's Disability Pension Fund, or other authorized retirement system for police and fire pension, in which case the maximum age limit may be increased by up to five years on the basis of credit for previous service.

**CITY OF KENT
ARCHITECTURAL REVIEW BOARD
DECEMBER 4, 2012**

**COMMUNITY DEVELOPMENT DEPARTMENT
CONFERENCE ROOM
930 OVERHOLT ROAD
4:00 P.M.**

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. ADMINISTRATION OF OATH

IV. PROJECT REVIEW

- A. ARB12-029 KENT STATE UNIVERSITY / AGILE SIGN COMPANY
HOTEL / CONFERENCE CENTER - 215 S. DEPEYSTER
STREET & 230 E. ERIE STREET**

**The applicant is requesting review of the Comprehensive Sign Plan for the
Hotel / Conference Center.**

- 1) Discussion**
- 2) Recommendation/Action – Certificate of Appropriateness**

- B. ARB12-030 GLAVAN FEHER ARCHITECTS
BUILDING C - SW CORNER OF E. ERIE STREET & S.
DEPEYSTER STREET**

The applicant is requesting review of the revised building and site plan.

- 1) Discussion**
- 2) Recommendation/Action – Certificate of Appropriateness**

V. MEETING SUMMARY

VI. OTHER BUSINESS

VII. ADJOURNMENT

**KENT CITY PLANNING COMMISSION
BUSINESS MEETING
DECEMBER 4, 2012**

**COUNCIL CHAMBERS
KENT CITY HALL
325 S. DEPEYSTER STREET
7:00 P.M.**

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. READING OF PREAMBLE

IV. ADMINISTRATION OF OATH

V. CORRESPONDENCE

VI. OLD BUSINESS

VII. NEW BUSINESS

VIII. OTHER BUSINESS

**A. Kent Wells Sherman House - Findings of Fact and Conclusion of
Law Court Order Status Report**

IX. ADJOURNMENT