

CFDA No. 20.205

106861

PID NUMBER

31467

AGREEMENT NUMBER

LPA SAFETY STUDY 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 Summit County Engineer, 538 East South Street, Akron, Ohio 44311-1843, hereinafter referred to as the LPA.

1. PURPOSE

- 1.1 Section 402 of the United States Code provides states with Federal funds to conduct highway safety programs and the funds apportioned to Ohio under Section 402 are administered by ODOT.
- 1.2 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, 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 A Ball Bank Study ("STUDY") has been selected for funding, having received Federal Highway Administration, ("FHWA"), approved authorization.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the STUDY and to establish the responsibilities for the local administration of the STUDY.

2. LEGAL REFERENCES

- 2.1 This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

3. FUNDING

- 3.1 The total cost for the STUDY is estimated to be \$ 9,800.00. ODOT shall provide to the LPA 90% percent of the eligible costs, up to a maximum of \$ 8,820.00 in Federal funds. This maximum amount reflects the funding limit for the STUDY set by the applicable Program Manager.
- 3.2 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the Study and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.3 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.
- 3.4 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a clear statement regarding any specific cost ineligibility, or inform the LPA of any invoice

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deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

- 3.6 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.
- 3.8 Request for reimbursement to the LPA and copies of all final reports shall be submitted to:

Andrea Stevenson
Administrator, Office of Local Programs
Mail Stop #3180
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

- 3.9 Reimbursement to the LPA shall be submitted to:

Alan Brubaker, P.E., P.S.
Summit County Engineer
538 East South Street
Akron, Ohio 44311-1843

4. OBLIGATIONS OF THE LPA

- 4.1 The LPA must engage the services of a consultant to perform the services provided in this Agreement. Consultant selection procedures must comply with sections 153.65 through 153.71 of the Ohio Revised Code, and Federal Regulation 23 CFR 172.
- 4.2 The LPA shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant in excess of a combined total of \$5,000. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.
- 4.3 The LPA shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The LPA shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.
- 4.4 The LPA shall submit a final comprehensive annual activity report to ODOT no later than November 1, 2018. All final reports shall be accompanied by a properly documented final claim for reimbursement. Any final reports received after November 1 will result in a 10% deduction to the final claim for reimbursement. If any final report is received after December 1, 2018 the final claim will not be reimbursed.

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5. EXPIRATION AND TERMINATION PROVISIONS

This Agreement commences on the date of the last signature here to and shall expire on June 30, 2018. ODOT shall have the right and obligation to renew the Agreement for an additional six months commencing on July 1, 2018 and terminating on December 31, 2018. Subject to any change in the dates of the State's fiscal year, ODOT shall be deemed to have exercised its right to renew the term of the Agreement for six months, and the Agreement shall be renewed, upon the effectiveness of the appropriation of funds for the new fiscal year.

- 5.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 5.3. In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
- 5.4 If in the event that any dispute arises between ODOT and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. GENERAL PROVISIONS

- 6.1 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 6.2 The LPA shall be audited in accordance with the Ohio Revised Code and/ or OMB Circular A-133. If the audit is not conducted by ODOT, ODOT shall receive a copy of the Auditor's report within 30 days after receipt by the LPA.
- 6.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 6.4 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State by FHWA.
- 6.5 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

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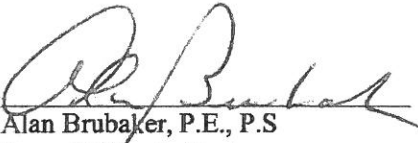
AGREEMENT NO. 31467

STATE OF OHIO
OHIO DEPARTMENT OF TRNASPORTATION

By: _____
Jerry Wray
Director

Date: _____

LPA:


Alan Brubaker, P.E., P.S.
Summit County Engineer

Date: 12/27/17

Approved by:

Ilene Shapiro
Summit County Executive

Date: _____

Approved as to form:

Marvin Evans for
Prosecuting Attorney
County of Summit

Approved as to form:

Deborah S. Matz, Director
Department of Law
County of Summit