

19-252
EXHIBIT A

**ROADWAY USE, REPAIR, AND MAINTENANCE AGREEMENT
MAY 24, 2019**

Pursuant to Section 339.14 of the Codified Ordinances of the County of Summit, this Roadway Use, Repair and Maintenance Agreement (“Agreement”) is entered into as of the date of the County Executive’s signature, by and between the County of Summit, Ohio, an Ohio charter county (the “County”), with its principal place of business located at 175 South Main Street, Akron, Ohio 44308 and The Beaver Excavating Company (the “Operator”), an Ohio Contractor, with its principal place of business located at 2000 Beaver Place Ave., SW, PO Box 6059 Canton, OH 44706.

WHEREAS, the Operator, doing business in Ohio with principal place of business located at 2000 Beaver Place Ave., SW, PO Box 6059 Canton, OH 44706, at (330) 239-2800, intends to improve the North Reservoir Dam located along Portage Lakes Drive in the County of Summit, Ohio (“Project Site”). The Project consists of installing a new dam along the reservoir side of the existing earthen dam, and a new spillway embankment at approximately the location of the existing spillway. The new dam and spillway embankment will be constructed in a new sand embankment berm placed using deep soil cement mixing of a gravity block and cutoff wall sections. The soil cement structure will then be topped with a concrete cap, parapet wall and appurtenances;

WHEREAS, in connection with the development, construction, or operation of the Project Site it may be necessary for the Operator’s employees, agents, and representatives as well as the Operator’s contractors, subcontractors and their respective employees, agents, and representatives to:

1. Transport heavy, overweight, and/or oversized vehicles or combination of vehicles, and/or a great number of vehicles over designated haul routes on county roads and bridges which may, in certain cases, be in excess of the maximum legal limits or design limits of such roads and bridges (hereinafter referred to as “Excess Use”);
2. Make certain temporary and/or permanent modifications and improvements to such roads and bridges (such as widening, crest corrections, culvert and bridge reinforcement) to permit transport of equipment and material; and
3. Encroach within the County’s road right-of-way to permit such modifications or improvements;

WHEREAS, the Operator acknowledges that it will not conduct the above activities without the express consent and permission of the County, which has exclusive authority and

control over the County roads and permitting authority over Township roads in accordance with Section 5577 of the Ohio Revised Code (“ORC”); and

WHEREAS, the Operator acknowledges that it will conduct the above road improvements and transport activities related to properly permitted overweight oversized vehicles through this mutual agreement to manage potential excess damage and necessary repairs to the roads and bridges caused by such permitted travel; and

WHEREAS, the County’s consent and permission for such Excess Use is required pursuant to the exercise of its police powers under the County of Summit, Ohio Charter and pursuant to Ohio Revised Code §4513.34 with conditions as mutually agreed upon by the parties to insure the integrity and public use of these roads, bridges, culverts, and drains; and

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the Parties agree as follows:

SECTION 1. COMPLETION OF APPENDIX A PRIOR TO EXCESS USE.

The Operator shall complete and provide to the County Appendix A to this Agreement and said appendix shall be accepted as stated below by the County prior to use of any County or Township road or bridge for the Project Site. Appendix A shall contain the following information:

1. Location of the Project Site;
2. Designated haul routes for Excess Use travel;
3. Proposed schedule of Excess Use events;
4. Proposed list of overload/oversized vehicles and dates of transport;
5. List of subcontractors with contact information.
6. Road Condition Report

The Operator shall update Appendix A as necessary to maintain accuracy or at the request of the County; and

SECTION 2. RAILROAD CROSSINGS.

If any County or Township roads that will be subject to Excess Use contain any railroad crossings, The Operator shall give notice to the railroad at least 30 days prior to any operation utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least 30 days prior to starting work on a railroad crossing.

SECTION 3. ROADWAYS.

A. PRE-PROJECT CONDITION OF ROADS:

With respect to any County or Township road that is identified in Appendix A (hereinafter referred to as "Designated Road"), the Operator shall create a detailed video record and textual narrative of the pre-existing condition of such Designated Road. The Operator shall contact the County Engineer's Office to coordinate performing any such road analysis. For purposes of this Agreement, the terms "Road" and "Designated Road" shall include the road, bridges, culverts, berm, shoulder, roadside ditch, maintenance right-of-way, guardrail, traffic control devices, road markings/striping, etc. Upon review and approval by the County Engineer's Office, this video and textual narrative will be accepted as the "Road Condition Report" for Designated Roads. If such report is deemed deficient or otherwise incorrect by the County Engineer, the Engineer and the Operator shall promptly meet to resolve the issues in order to reach agreement on the report. The Operator shall obtain the approval of this Road Condition Report prior to commencing any approved road improvement action and/or any use by the Operator of any such Designated Road for transportation of any vehicle requiring an overweight and/or oversized permit or weighing more than 10 tons.

In addition to the Road Condition Report, the County Engineer shall provide a list detailing the condition ratings of the County roadways, culverts, and bridges along the Designated Roads, attached hereto as Appendix B. This list includes the pre-construction conditions as documented by inspections performed prior to the project.

B. PRE-PROJECT ROAD MODIFICATIONS.

Prior to the Operator's use of any Designated Road, and after review of the Road Condition Report, Operator and the County Engineer must determine if any and what modifications and/or improvements are needed to such roads to accommodate such Excess Use. The Operator agrees that all modifications and improvements to Designated Roads shall comply with applicable engineering standards in use at the time of modification or improvement and agreed upon by the County Engineer. Such modifications may include the widening of certain roads, the strengthening and/or spanning to existing culverts and bridges, and other modifications reasonably necessary to accommodate the transport of heavy equipment, materials, and/or multiple heavy loads. The Operator shall submit stamped engineering drawings to the County Engineer for review and approval prior to commencement of the modifications and improvements.

C. REDUCED LOAD AND SPEED LIMITS.

Pursuant to Sections 5577.07 and 5577.071 of the Ohio Revised Code ("ORC"), the County may reduce load limits on County and Township roads and may reduce load and speed limits on County and Township bridges as conditions require. Nothing in this Agreement relieves the Operator, its

employees, agents, assigns, contractors, and subcontractors from adhering to these reduction designations.

D. USE OF DESIGNATED ROADS BY OPERATOR.

In connection with the development, construction, and maintenance of the Project Site, the Operator will endeavor to the extent practical to use the Designated Roads in a manner and at times to minimize the impact to and inconvenience of the traveling public in addition to any conditions set forth in the permit. Nothing in this Agreement shall be construed to permit the Operator to utilize Designated Roads without proper overweight/oversized vehicle permits. No movement of vehicles requiring permits under ORC §4513.34 (authorizing the operation of vehicles of a size or weight of vehicle or load exceeding the maximum specified in ORC §§5577.01 to 5577.09 or otherwise not in conformity with ORC §§4513.01 to 4513.37— overweight and/or oversized) shall be made on Saturday, Sunday, or legal holidays. Further, such vehicles may only be moved during daylight hours. If required by permit conditions, such vehicles shall be escorted along the Designated Roads by local law enforcement officers with whom the Operator must make arrangements.

In addition to identifying the Designated Roads, Appendix A shall identify the routes over the Designated Roads that will be used for travel and transportation for Excess Use related to the Project Site. If the Operator desires to include additional County or Township roads or portions of a Designated Road, the Operator shall submit an updated version of Appendix A to the County that includes such additional County or Township road or portions of a Designated Road and, to the extent appropriate, revise or supplement the Road Condition Report as necessary to ensure accuracy of pre-existing road conditions.

E. PROHIBITED USE OF RESTRICTED ROADS BY OPERATOR.

The Operator's use of Restricted Roads is prohibited by the conditions of the Restricted Roads. The restrictions shall include, but not limited to, the following:

- Cormany Drive, due to pavement condition and sight distance.
- State Mill Road, due to pavement condition and sight distance.

SECTION 4. DAMAGE AND REPAIRS TO ROADWAYS.

A. DAMAGES AND REPAIRS.

If any County or Township road is damaged by the Operator, its contractors, subcontractors or their respective employees, agents, representatives, etc., the Operator shall promptly repair such damage. The Operator and the County shall rely upon applicable Ohio Department of Transportation's Construction and Material Specifications latest edition and any applicable County

specification to determine whether the repair has been performed in accordance with standards set forth therein. Subject to considerations of safety, the presence of emergency conditions, and the cost of such repairs, any repair and restoration shall commence and be completed promptly by the Operator. Following completion of such repair, the County Engineer and the Operator shall jointly inspect the repair to confirm that it has been completed to the reasonable satisfaction of the County Engineer.

B. EXCESSIVE DAMAGE AND REPAIRS.

Upon written notice from the County Engineer that excessive damage and/or excessive wear has occurred because of the Operator's transportation of equipment or material as determined by the Engineer, the Operator shall immediately make additional necessary improvements to strengthen the road base and surface. All hauling permits for use by the Operator of County and Township roads will be suspended until repairs are done to correct the excessive damage.

Excessive damage and /or excessive wear shall be defined as a decrease in condition rating in excess of that decrease to be anticipated from normal use for the same period of time. To wit, the criteria are as follows:

For Pavement – a decrease in Pavement Condition Index PCI exceeding 2 points per year

For Bridges – a decrease in General Appraisal Rating GA exceeding 1 point

For Culverts – a decrease in Rating exceeding 1 point.

C. DAMAGE DURING DAM RECONSTRUCTION AND REPAIRS.

After completion of the work at the Project Site, the Operator shall notify the County Engineer in writing and the Engineer will inspect the Designated Roads for damage and excessive wear caused during the Project construction period. If the Designated Roads have suffered damage, the County Engineer will provide a list of damages to Operator. The Operator shall make the necessary repairs based on applicable Ohio Department of Transportation and County specifications. Necessary repairs will result in the restoration of the Designated Road to pre-use status including all modifications and improvements made for the Operator's use thereof. If no modifications or improvements were made by the Operator for use of the Designated Road, the repairs shall restore the Designated Road to pre-existing or better status as set forth in the Road Condition Report. The Operator shall notify the County Engineer in writing when repairs are to be made and the name and contact information of the contractor performing such work. Said repairs shall be completed within 1 month after the County Engineer has provided a written list of damages to the Operator. The Operator may request in writing that an extension of time for the completion of said repairs be granted by the County Engineer

The Operator shall provide written notice to the County Engineer that the repair work has been completed. Upon receipt of the completion notice the County Engineer will have 30 days to accept or reject the above work based upon applicable engineering standards and the above-mentioned

final road condition expectation. If a rejection notice is tendered by the County Engineer, the Operator shall promptly make the necessary repairs as identified in the rejection notice.

D. ROAD CLOSURE NOTICE FOR REPAIRS.

The Operator shall provide to the County Engineer and any other agency or office reasonably designated by the County the following:

1. A request for designated road closures for repair work by fax or personal delivery at least 5 business days in advance of such proposed closure, with said request including the time and expected duration of such closure (roads shall not be closed for hauling activity); and
2. Current maps of the Designated Roads.

The Operator shall further designate a person to coordinate the transportation-related activities of the Operator related to the Project Site.

If the County Engineer approves a road closure it will thereafter notify the Operator of such approval. No road may be closed without approval of the County Engineer. If such approval is not given by the County Engineer, the parties shall cooperate to reasonably find an alternative to the road closure so as to minimize disruption to public road traffic while accommodating the Operator's construction activities and schedule.

This Agreement shall not prohibit the County from closing a County or Township road to any vehicle or combination of vehicles if such closing is authorized by law and is deemed necessary for public safety.

E. FAILURE TO REPAIR.

If the Operator fails to repair any damage to County or Township roads, bridges, road rights-of-way, roadside ditches, county ditches, etc., as required by any portion of this Agreement, the County Engineer may request in writing that the Operator perform such repair. If the Operator fails to commence repairs within 10 days of written notice or fails thereafter to maintain reasonable progress in the performance of such repairs, then the County may make the necessary repairs and shall invoice Operator for all costs incurred in connection with such repairs. Operator shall pay such invoiced amounts within 30 days following receipt of such invoice. If Operator fails to fulfill its obligation to repair damage as contemplated within the timeframes stated in this Agreement, the County may draw upon the performance bond in accordance with Sec. 5 E, and also may revoke all of the Operator's hauling permits on County and Township roads.

SECTION 5. BASIC TERMS OF ROAD USE.

A. OBEY ALL TRAFFIC LAWS.

All vehicles driven by the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall abide by all local state and federal speed limits as posted, or if not posted, as otherwise applicable. All vehicles driven by the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall comply with all reasonable requests of the County Engineer to take necessary precautions designed to protect the traveling public. These precautions include the immediate removal of dirt, mud, dust, and debris carried onto the Designated Road by trucks and trailers hauling material to/from the project sites. This road clearing activity must be accomplished by the Operator with or without notice from the County Engineer.

B. SIGNAGE.

During construction of the Project sites, the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall be responsible for placing and maintaining signage in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices.

C. WEIGHT OF VEHICLES.

Vehicles used by the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc., which weigh more than 10 tons shall travel only on Designated Roads. The Operator agrees to this restriction as an effort to manage potential repetitive road use damage caused by its operations.

D. MODIFICATIONS.

In the event that temporary modifications are made by the Operator to Designated Roads, upon the completion of the Project Site, all such temporary modifications shall be removed and the original road restored by the Operator unless otherwise agreed to by the parties. However upon request from the County prior to removal, any such temporary modification may permanently remain as the property of the County

E. PERFORMANCE ASSURANCE BOND.

The Operator shall post a bond in the minimum amount of \$500,000.00 to cover the cost of any damages made to County or Township roads, bridges, right-of-way, roadside ditches, traffic control devices, etc. used or affected by the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc. The bond amount shall be increased as necessary to provide \$200,000.00 of surety coverage per mile of Designated Road and \$250,000.00 of surety coverage per bridge used by the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc., as identified in Appendix A, and any

amendments thereto. For this Agreement, the bond shall cover 0.8 miles and one bridge on the Primary Haul Route of Portage Lakes Drive from Manchester Road to 350' east of Cormany Road, and 0.2 miles and no bridges on the Secondary (Incidental) Haul Route of Dollar Drive. The minimum bond amount is therefore \$500,000.00.

The performance assurance bond shall be made payable to the County of Summit, Ohio and shall be issued by a corporation licensed to do business in Ohio and approved by the County. The performance assurance bond shall remain in full force and effect during the term of the Operator's Excess Use of Designated Roads and shall continue in full force and effect for 6 months after acceptance of final repair work by the County returning Designated Roads to pre-existing or better status as set forth in Section 4 of this Agreement. The performance assurance bond shall be made payable to the County of Summit, Ohio and shall be issued by a corporation licensed to do business in Ohio and approved by the County. The performance assurance bond shall remain in full force and effect during the term of the Operator's Excess Use of Designated Roads and shall continue in full force and effect for 6 months after acceptance of final repair work by the County returning the Designated Roads to pre-existing or better status as set forth in Section 4 of this Agreement. The performance assurance bond is intended to provide Summit County with assurance that it will be paid by the OPERATOR for its obligations under this agreement but shall in no way limit OPERATOR's obligations or liabilities as otherwise stated in this Agreement.

F. DRAW CONDITIONS.

The County may draw upon the performance assurance bond only if the Operator fails or refuses to promptly perform repairs or to pay the cost of performing repairs. Upon certification by the County Engineer that:

- (1) The Operator has failed or refused to perform required repairs; and
- (2) The County has performed repairs or caused repairs to be made, has incurred expenses for the performance of such repair work and has submitted such expenses for payment to the Operator without payment being rendered;

then the bond funds may be drawn upon by the County to cover such expenses.

SECTION 6. GENERAL PROVISIONS

A. INDEMNIFICATION.

The Operator shall indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all losses, claims, costs, expenses, judgments, subrogations, demands, suits, actions, proceedings or causes of actions pursuant to State of Ohio Constructions and Material Specifications §107.10 and §107.12 or otherwise. Such indemnification shall include demands against the County for damages, including reasonable attorney's fees, resulting from

personal injury, property damage, or damage to third persons arising out of or incident to the performance or non-performance of the terms of this Agreement by the Operator's employees, agents, subcontractors, and others designated by the Operator to perform work or services in or about, or attendant to, the use and obligations under the terms of this Agreement. The Operator further assumes all liability for the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc. working on behalf of the Operator related to the Project Site.

B. LETTER OF AUTHORITY.

Once the Operator has satisfied all necessary conditions set forth in this Agreement, upon the request of the Operator, the County Engineer shall countersign a letter for use by the Operator evidencing that the movement and transportation of overweight and oversize vehicles, equipment, loads, and other necessary equipment and materials to and from the Project Site have been properly permitted by the County and that the performance assurance bond has been received by the County.

C. REIMBURSEMENT

If the Operator is required to reimburse the County for any expenses incurred by the County as contemplated in this Agreement, such as testing, inspection, review and administration expenses, the Operator shall reimburse the County for any expenses as are reasonable, direct, and reasonably documented.

D. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions in such state. Any disputes arising under this Agreement between the parties shall be decided by a court of competent jurisdiction in the County of Summit, Ohio.

E. AMENDMENTS.

This Agreement shall constitute the complete and entire Agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall alter or modify the written terms herein. This Agreement may be amended only by written Agreement properly executed by the parties.

F. NOTICES.

All notices, requests, demands and other communications required or permitted to be given by the parties hereunder shall be in writing and shall be delivered in person or by facsimile to the address of the intended recipient as set forth below:

THE OPERATOR: The Beaver Excavating Company
2000 Beaver Place Ave., SW
PO Box 6059
Canton, OH 44706
(330) 478-2151 Fax: (330)

THE COUNTY: B. Alan Brubaker, P.E., P.S.
County of Summit, Ohio Engineer
538 E. South Street
Akron, Ohio 44311
330-643-2850 Fax: 330-762-7829

With a copy to: Jason Dodson
Chief of Staff
County of Summit, Ohio Executive
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44221

Any change or alteration to the above contact recipients shall be timely provided in writing to the other party.

G. WAIVER.

The failure of a party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a party of any provision herein be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

H. SEVERABILITY.

In the event that any clause, provision, or remedy in this agreement shall for any reason be deemed invalid or unenforceable, the remaining clauses and provision shall not be affected, impaired or invalidated and shall remain in full force and effect.

I. INDEPENDENT CONTRACTOR.

The status of the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc. under this Agreement shall be that of independent contractors and not that of an agent for the County. The Operator, its contractors, subcontractors, and all respective agents,

employees, representative, etc. should at all times during the term of this Agreement conduct themselves in a manner consistent with such status and shall neither hold themselves out as nor claim to be acting in the capacity of County officers, employees, agents, or representatives. As independent entities, the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall accept responsibility for providing all statutorily required coverage for workers' compensation, unemployment, disability, or any other coverage required by law for their respective employees.

J. NO AUTHORITY TO BIND.

Neither party has the power or authority to bind the other party to contracts or other obligations.

K. TERMINATION.

If the Operator, its contractors, subcontractors, and all respective agents, employees, representative, etc., abandons or otherwise terminates construction, development, or maintenance of the Project Site, the Operator shall provide written notice to the County of such abandonment or termination of its activities. In such event, this Agreement shall terminate one year thereafter, or such earlier time as the parties shall otherwise agree with the exception of the extension of the performance assurance bond for two years as set forth above in this Agreement.

L. RENEWAL.

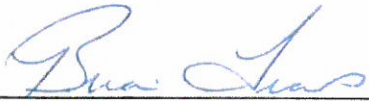
This agreement shall be effective for a term of one (1) year as dated in the first paragraph of this Agreement and may be renewed annually by the mutual written agreement of the parties.

(End of text. Execution on following page.)

The Parties hereto have caused this Roadway Use, Maintenance and Repair Agreement to be executed as of the date of the County Executive's signature.

"OPERATOR"

The Beaver Excavating Company



By:

Title: *Vice President*

Date: *5/28/19*

COUNTY OF SUMMIT, OHIO

Ilene Shapiro, Executive

Date: _____

APPROVED AS TO FORM:

Deborah S. Matz, Director, Department of
Law, Insurance and Risk Management

Date: _____

COUNTY ENGINEER

Alan Brubaker, PE, PS, Engineer

Date: _____

APPROVED AS TO FORM:

Sherri Bevan Walsh, Prosecutor

Date: _____

Portage Lakes North Reservoir Dam Improvements

ODNR Project No. DNR-170049

Roadway Use, Repair and Maintenance Agreement (RUMA)

APPENDIX A

May 24, 2019

1. Location of Project Site

The Project Sites are located along the earthen dam at the North Reservoir of the Portage Lakes State Park.

Site A: The proposed earthen dam is located along the northwestern shore of North Reservoir, starting approximately 350 feet south of the intersection of Lakes Park Drive and Lola Drive, and ending along Portage Lakes Drive 350' east of Cormany Road.

Site B: The proposed spillway embankment is located at the spillway, south of Portage Lakes Drive approximately 0.8 miles east of Manchester Road.

The attached Exhibit A describes the location of the Project Site and its alignment along Portage Lakes Drive.

2. Designated Haul Routes for Excess Use travel

The primary Designated Haul Route for the Project is IR 277 to SR 93 (Manchester Road) to Portage Lakes Drive. It is also anticipated that Secondary Haul Routes (Excess Use) such as Dollar Drive may also be used on occasions. The attached Exhibit B describes the Primary and Secondary Haul Routes.

3. Proposed schedule of Excess Use events

At this time the Excess Use events are scheduled to begin in early July 2019 and will continue through 2019 and 2020, and end in spring of 2021. Construction activities are expected to conclude by approximately July, 2021. At this time, The Beaver Excavating Company is in the process of selling Bid Packages for subcontractor work scope. As these packages are completed and the schedule becomes better known, The Beaver Excavating Company will provide an update on the anticipated progress of work. The attached Exhibit C includes the current progress schedule of construction activities as it is currently known.

4. Proposed list of overload/oversized vehicles and dates of transport

As mentioned in Item 3 a complete list of overload/oversized vehicles and the dates of their transport are not known since all subcontractor packages have not been sold. All equipment delivered to the site which requires transportation permits will document the dates of delivery, the equipment being hauled and its weight as well as the route taken to the site. The attached Exhibit D includes a preliminary list of overload/oversized vehicles and their approximate dates of transit.

5. List of subcontractors with contact information

Again, at this time a complete list of subcontractors is not available since all bid packages have not been sold. The attached Exhibit E includes the list of the subcontractors who have been selected will be working on the project with their contact information.

Please Note – The Beaver Excavating Company will regularly update the information included above as it becomes known or as requested by the County.

APPENDIX B - DRAFT

The County Engineer herein provides a list detailing the condition ratings of the County roadways, culverts (24" diameter or greater), and bridges along the Designated Roads. This list includes the pre-construction conditions as documented by inspections performed prior to the project.

The pre-project condition ratings are as follows:

- Portage Lakes Drive (Manchester Rd. to 0.8 mile east) – PCI = X
- Portage Lakes Dr. Bridge COV 75-0082 (B1) – GA = X

PAVEMENT

Three types of pavement repairs are:

1. TYPE A - ODOT CMS ITEM 253 Pavement Repair
2. TYPE B - ODOT ITEM 254 Pavement Planing (1.5" Avg.) combined with an ODOT ITEM 441 Asphalt Concrete Surface Course, Type 1 (448) PG64-22 (1.5" Avg.)
3. TYPE C - ODOT ITEM 254 Pavement Planing (1.5" Avg.) combined with a ODOT ITEM 441 Asphalt Concrete Intermediate Course, Type 2 (448) (2") topped with an ODOT ITEM 441 Asphalt Concrete Surface Course, Type 1 (448) PG64-22 (1.5")

The construction costs associated with each of the referenced repairs is agreed to be:

1. TYPE A - ODOT CMS ITEM 253 Pavement Repair - \$175.00 per square yard
2. TYPE B - ODOT ITEM 254 Pavement Planing with an ODOT ITEM 441 Surface Course - \$10.00 per square yard
3. TYPE C - ODOT ITEM 254 Pavement Planing with an ODOT ITEM 441 Intermediate Course, topped with an ODOT ITEM 441 Surface Course - \$16.00 per square yard

The method of measurement for each of the three types of repair are agreed to be:

1. TYPE A – Utilizing the video of Portage Lakes Drive, the determination as to the need for this type of repair will be based on a comparison of the “before” condition obtained from the video recording and the “after” condition that is obtained from an onsite viewing of the pavement. If there is no discernible change between the before and after conditions, the repair will not be required. If it apparent that the field conditions have changed and the pavement is in a non-acceptable condition, then the contractor will be responsible for either correcting the defects to SCE satisfaction or be required to pay the construction cost noted above.
2. TYPE B and TYPE C – Utilizing the Pavement Condition Index (PCI) methodology to measure pavement conditions, a “before” condition rating will be compared with an “after” condition rating. Each PCI sample area along the route is assigned a PCI rating (100 being new pavement and 1 being a nearly impassable gravel road). The difference between the “before” rating and the “after” rating will be considered the deterioration of the pavement. The SCE anticipates that the pavement condition rating will decline 2 PCI points per year due to normal highway usage. The deterioration caused by the dam reconstruction project will be calculated using the following formula:

Before Rating – After Rating – 2 PCI Points/Year = Deterioration caused by the dam reconstruction project.

For deterioration caused by the dam project with an “after” rating of 65 and above, the costs associated with a TYPE B repair will be assessed. For deterioration caused by the dam project with an “after” rating of 64 and below, the costs associated with a TYPE C repair will be assessed.

CULVERTS

If deterioration caused by the dam project results in a rating decrease of 1 point or more, the Operator shall be responsible to pay the County a pro-rated share of the replacement cost of subject culvert based on the following formula: (Point Decrease) / 3.

BRIDGES

If deterioration caused by the dam project results in a General Appraisal rating decrease of 1 point or more, the Operator shall be responsible to pay the County a pro-rated share of the replacement cost of subject bridge based on the following formula: (Point Decrease) / 10.

In addition, we list for nearby Non-Designated Routes the pre-project condition ratings as follows:

- Cormany Road (Manchester Rd. to Portage Lakes Dr.) – PCI = X
- State Mill Road (Manchester Rd. to Portage Lakes D) – PCI = X
- Portage Lakes Drive (State Mill to Main) – PCI = X