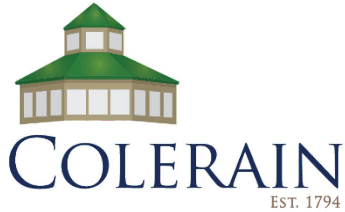


Regular Meeting of the Board of Trustees - May 24

May 24, 2022

- 1. Opening of Meeting**
- 2. Executive Session 6:00 PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Approval of Minutes**
- 6. Public Hearings**
 - a. Zoning Commission Case ZA2022-04 Requesting a Major Amendment to Final Development ZA4-89 Plan for a Change in Use from Retail to Warehouse
- 7. Presentations**
 - a. Introduction and Swearing-In of Newly Promoted Personnel - Department of Fire and EMS
 - b. Presentation by Chief Denney Introducing and Swearing-in Newly Hired Police Officers
 - c. Presentation by Chief Denney Introducing and Swearing-In Newly Hired Sergeant Samantha Carter
 - d. Presentation by Chief Denney Introducing and Swearing-In Newly Hired Lieutenant Dean Doerflein
 - e. Recognition of Class 2 of the Township Academy
- 8. Citizens Address**
- 9. Administrative Reports**
- 10. Trustees' Report**
- 11. New Business**
 - Public Safety**
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - Public Services**
 - a. Motion to Issue Request for Proposals - Lease of Colerain Park Concession Stand
 - b. Motion Authorizing Township Administrator to Execute Contract with Trane for HVAC Control System Upgrades at 4200 Springdale Road for \$48,376
 - c. Resolution For Disposal By Sale Of Equipment And Vehicles Which Are Obsolete, Unfit, Or Unneeded For Public Use
 - Development**
 - a. Resolution Approving or Denying Case No. ZA2022-04 a Major Amendment to



Final Development Plan ZA4-89

Administration

- a. Motion to Appoint Jennifer Caunin and Heather Harlow to the Hamilton County Tax Incentive Review Council

12. Old Business

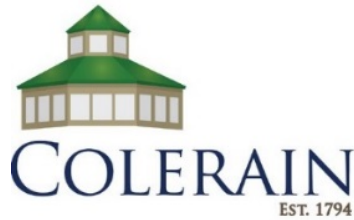
13. Consent Items

- a. New Hire - Management Analyst Intern - Administration
- b. New Hire - Seasonal Maintenance Worker - Public Services
- c. Contract - Zix - Software

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment



Staff Report:	Board of Trustees
Case #	ZA2022-04
Request:	Major Amendment to a F.D.P.
Location:	6401 Colerain Avenue
Meeting Date:	May 24, 2022
Prepared by:	Jarrold Alig Zoning Administrator

Applicant / Property Owner:

The applicant Anne McBride, of McBride Dale Clarion, representative for the property owner(s), Realty Income Properties 6 LLC

Proposed Modification:

- 4Gen Properties, L.L.C., has contracted to purchase the vacant south Kroger location at 6401 Colerain Avenue. Applicant is requesting a Major Amendment to a F.D.P. for a Change in Use to the permitted use indicated by the Hamilton County Board of Commissioners on November 1, 1989, per Resolution #842.

Site Description:

Tract Size:	9.201 Acres
Frontage:	Approximately 460 feet along Colerain Ave.
Topography:	Primarily flat, with a stream / detention area on the western portion of the subject property.
Existing Development:	A former Kroger grocery store, currently the structure is vacant.

Surrounding Conditions:

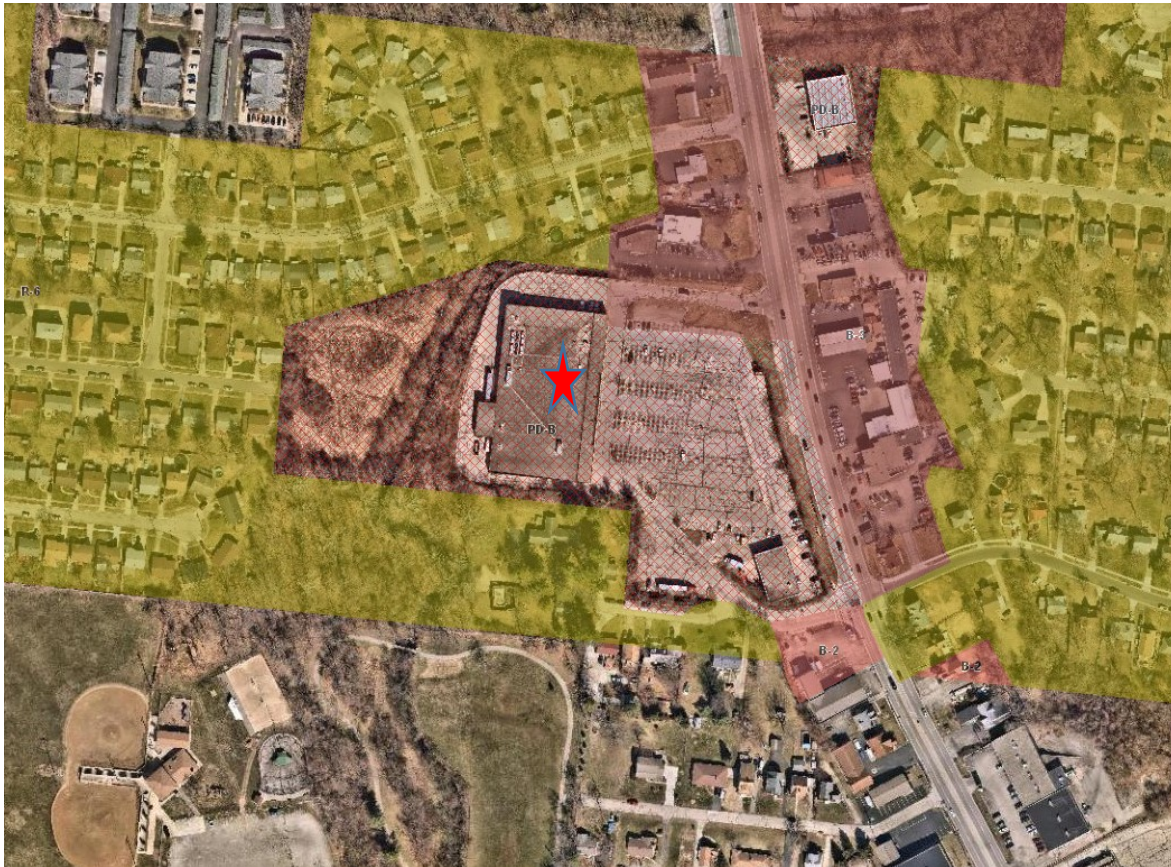
<u>ZONE</u>		<u>LAND USE</u>
North:	“R-6” & “B-3”	(NW) Res. Subdivision & (NE) Business
South:	“R-6” Urban Residential	Larger Residential parcels / Green Twp.
East:	“B-3” Commerce	Business
West:	“R-6” Urban Residential	Residential Subdivision

Case Summary:

-As noted during the hearings held in 1989, the current permitted use of “EE” Planned Retail is a *less intense* use than what a portion of the site was previously zoned, “F” *Light Industrial*, permitted.

-The current proposal to permit warehousing operations would *typically* be considered a more intense use than the previously approved “retail use”. However, due to the former use of the site as a Kroger retail grocery store, it is Staff’s opinion that the proposed warehousing operations would NOT be a more intense use of the site. As always, the surrounding residential and business districts should be considered.

Site Overview: 6401 Colerain Ave



Current Property Lines per CAGIS:



Staff Recommendation:

APPROVAL OF THE REQUESTED MAJOR AMENDMENT, TO INCLUDE THE FOLLOWING VARIANCE(S):

1. That a variance be granted to “§21.1 Use Regulations” / “§14.1 Use Regulations” / “14.1.21 Wholesale warehouses or businesses”, in order to permit a Change in Use Certificate to be issued by the Zoning Administrator for the indicated use of the property.

Zoning Commission Recommendation:

On May 17, 2022, the Colerain Township Zoning Commission voted **unanimously** to recommend **approval** of case ZA2022-04 Major Amendment to Final Development Plan ZA4-89, requesting a variance to section(s) “§21.1 Use Regulations” / “§14.1 Use Regulations” / “14.1.21 Wholesale warehouses or businesses”.

Case History:

Rezoned “EE” in 1989

The subject property was rezoned “EE” Planned Retail Business, prior to the approved zoning amendment, the existing parcels were a combination of “B-2” Residence and “F” Light Industrial. As listed in the Hamilton county Zoning Resolution, “B-2” Residence is the residential district that allows for the fifth greatest amount of density out of the seven (7) residential districts.

In 2007, through a comprehensive Zoning Amendment, districts that were labeled “‘EE’ Planned Retail Business” were reclassified as “‘PD-B’ Planned Development Business” districts.

The lot area requirements listed in Table 4-6 of the Hamilton County Zoning Resolution for the “**B-2” Residence** district are nearly identical to the **R-6 Urban Residential** district currently delineated in the Colerain Township Zoning Resolution.

Hamilton County current description of “**F” Light Industrial**:

6-2.1 Purpose.

“The purpose of the F District established by Section 3-1 is to create and protect areas for light manufacturing, processing, storage, wholesaling and distribution operations serving primarily local needs. The standards in this district are designed to provide for the establishment and operation of light industrial uses in a manner that minimizes conflict between industrial uses and nearby residential areas and nonindustrial uses.”

The previous zoning districts are comparable zoning classifications as the current zoning classifications currently in effect, R-6 and B-3.

Administrative Amendment in 2018

The same applicant, Ms. Anne McBride, applied for and received an Administrative Amendment around July 24, 2018. Description of work was listed as “re-stripe parking and directional signs for on-line shopping”.

Applicable Zoning Regulations:

It is Staff’s opinion that the following are the primary Articles of the Colerain Township Zoning Resolution that are of most importance in the circumstances presented in this case:

9.3 “PD” – Planned Development District

9.3.1 Purpose

The purpose of the PD Planned Development District is to:

- (A) Allow for flexibility in the zoning requirements where the result will be a higher quality development;
- (B) Provide for and locate suitable recreational facilities, open space, and other common facilities, while preserving the existing landscape to the greatest extent possible;
- (C) Encourage sound planning principles in the arrangement of buildings, the preservation of open space, the utilization of topography and other site features;
- (D) Obtain creative and coordinated designs in harmony with surrounding uses and allow procedures supplemental to those applicable in other use districts to establish under which development plans particularly designed to meet the objectives of this section; and
- (E) Allow for creative development that conforms to the goals and objectives set forth in the Colerain Township Comprehensive Plan.

9.3.6 Design Standards

- (A) Design standards for area, lot coverage, density, yard requirements, parking, landscaping, and screening for a proposed PD District shall be established in the PD Preliminary development plan by the Zoning Commission and Board of Township Trustees.
- (B) Exceptions and variations from the design standards provided by the base zoning districts of this Resolution (e.g., R-1, R-2, B-1, etc.) may, and should be granted by the Zoning Commission and Board of Township Trustees when it is determined that due to certain design elements, natural features, and public amenities, the exceptions are warranted.

- (C) Standards for public infrastructure improvements shall be governed by the applicable regulations of the agency with jurisdiction that is charged with the responsibility for review and approval.

9.3.7 Common Open Space

There shall be reserved, within the tract to be developed as a PD, a minimum percentage of land area of the entire tract for use as common open space. The Zoning Commission and Board of Trustees may require additional common open space as warranted by the individual development plan to meet the objectives of this Section. This minimum percentage of land shall be as illustrated in Table 9-2.

Table 9-2 Planned Development Common Open Space Requirements	
PD District	Common Open Space Requirement
PD-R	20% <u>common open space</u> for planned developments with all single-family detached dwelling units. 25% <u>common open space</u> for developments that include other residential uses.
PD-B	15% <u>common open space</u> for all planned developments
PD-I	15% <u>common open space</u> for all planned developments
PD-M	20% <u>common open space</u> for all planned developments

(B) Required common open space may include pedestrian walkways, parkland, open areas, bridle paths, drainage ways and detention basins, swimming pools, clubhouses, tennis courts, golf courses, parking areas for any of the above, and other lands of essentially open or undisturbed or improved character, but shall not include off-street parking areas and street right-of-ways.

(C) Ownership of Common Open Space

Common open space in a PD-B, PD-I, or PD-M may also be dedicated to the Township or other public or quasi-public agency, if accepted, pursuant to the above requirements or remain in private ownership, provided that a public easement, as determined necessary by the Zoning Commission and Board of Trustees, is granted and officially recorded on the plat.

4.3.4 Review Criteria (Referenced by §9.3.8; A)

The following criteria shall be used in decisions regarding zoning amendments:

- (A) The amendment is in accordance with the Colerain Township Comprehensive Plan, the Colerain Township Land Use Plan, other adopted plans or policies of the Township, and this Resolution, as adopted by the Board of Township Trustees;
- (B) Where more than one zoning district is available to implement the Comprehensive Plan or Land Use designation, the applicant must justify the particular zoning being sought and show that it is best suited for the specific site, based upon the policies of the Colerain Township Comprehensive Plan.

4.5.3 Approval Criteria

(B) Approval Criteria for a Final Development Plan

The following criteria shall serve as conditions that should generally be satisfied before the approval of the final development plan:

- (1) Appropriate arrangements with the applicant have been made to ensure the accomplishment of the public improvements and reservation of common open space as indicated on the preliminary development plan and final development plan. If deemed necessary by the Board of Township Trustees during the preliminary development plan approval process, this assurance may require that the Board of Township Trustees require a bond to ensure the successful and proper completion of such improvements.
- (2) The proposed detailed final development plan for an individual section of the overall PD District is consistent in contents (building location--as applicable, land uses, densities and intensities, yard requirements, and area and frontage requirements) with the approved preliminary development plan, the Colerain Township Land Use Plan, and the Colerain Township Comprehensive Plan.
- (3) Each individual phase of the development can exist as an independent unit that is capable of creating an environment of sustained desirability and stability, or that adequate assurance will be provided that such objective can be obtained.
- (4) That any part of the planned development not used for structures, parking and loading areas, or streets, shall be landscaped or otherwise improved; or if approved by the Zoning Commission, left in its natural state.
- (5) That any exception from the design standards provided in the PD District is warranted by the design and amenities incorporated in the detailed final development plan.
- (6) That the internal streets and thoroughfares proposed are suitable and adequate to accommodate the anticipated traffic within and through the development.
- (7) That the detailed final development plan is consistent with the intent and purpose of Article 1 of this Resolution.
- (8) The final development plan has been transmitted to all other agencies and departments charged with responsibility of review.

Imagine Colerain Comprehensive Plan

Land Use Findings – (pg. 43)

“The public’s main focus as it relates to Land Use seems to align with the Township’s previous yearly ambitions of beautification, greenspace improvement, and connectivity.”

“It is of importance to the community to promote land uses that protect the unique features of each character area, while also allowing flexibility for new ideas and techniques that meet changing demands.”

Land Use Analysis –

Goals

1. Overall, apply land use designations within Colerain to enhance and connect assets both within the Township’s borders and beyond, such as significant public and open spaces, commercial nodes, and unique character areas.

Strategies / Initiatives (pg. 44)

“Explore more opportunities for parks/greenspace (regional assets) and utilize existing greenspaces as a buffer between low-density neighborhoods and high-density development patterns; identify opportunities to create a larger connected network of greenspace, both locally and regionally.”

2. Prioritize land uses along Colerain Avenue that will position it as an “urban connector,” specifically at major intersections and nodes of activity.

Strategies / Initiatives (pg. 44)

“Designate opportunities for median greening, shared parking, updated signage regulations and efficient access points. Other items can include traffic calming and beautification efforts.”

3. Within each character area, strive for a mixture of uses and density levels that complement each other and the Township as a whole - identify and prioritize Special Neighborhood Centers and Neighborhood Transitional Corridors that may not fall completely under newly redesigned commercial or industrial categories.

Groesbeck/White Oak (pg. 49):

- a. *“Visible and safe pedestrian connections should be made between residential areas and across major thoroughfares.”*
- b. *“Property maintenance standards should be maintained and enforced as the housing in this neighborhood begins to age.”*

4. Conduct a comprehensive review and update of land use controls and regulations.
 - a. *“Modernize our Zoning Resolution to be more in line with the visions and recommendations set forth in Imagine Colerain.”*
 - b. *“Create development processes that are resident and business friendly.”*
 - c. *“Update our regulations to be more consistent with state and local codes.”*

Article 16 of the Colerain Township Zoning Resolution

§16.2 Definitions

Distribution Facility shall mean a use where goods are received and/or stored for delivery to the ultimate customer or user at remote locations.

Retail Commercial Services shall mean establishments primarily engaged in the sale of goods and materials to the general public. Retail commercial uses may include, but are not limited to, bookstores, antique stores, convenience stores, bakeries, grocery stores, and other similar uses.

Warehouse shall mean structures used for the storage or distribution of goods where there is no sale of items to retailers or the general public unless permitted as an accessory use to the warehouse.

Wholesale Commercial Use shall mean the sale of merchandise to retail and service commercial uses, office uses, or institutional uses, or to other wholesalers. Wholesale commercial uses may also mean acting as an agent or broker in the buying or selling of merchandise; but not selling to the general public.

Staff Findings: Based on the proposed site plan, the applicant’s submittal letter, Staff’s interpretation of the Colerain Township Zoning Resolution, the Review Criteria, the Approval Criteria, and the Comprehensive Plan as listed above:

1. 9.3.1.; (A) *Allow for flexibility in the zoning requirements where the result will be a higher quality development*
 - a. The proposed change in use is a more intense use as indicated in the use Table 8-2;
2. 9.3.1.; (B) *Provide for and locate suitable recreational facilities, open space, and other common facilities, while preserving the existing landscape to the greatest extent possible;*
 - a. No proposed improvements of existing conditions are indicated by the applicant;
3. 9.3.1.; (C) *Encourage sound planning principles in the arrangement of buildings, the preservation of open space, the utilization of topography and other site features;*

4. 9.3.1.; (D) *Obtain creative and coordinated designs in harmony with surrounding uses and allow procedures supplemental to those applicable in other use districts to establish under which development plans particularly designed to meet the objectives of this section;*
5. 9.3.1.; (E) *Allow for creative development that conforms to the goals and objectives set forth in the Colerain Township Comprehensive Plan.*
 - a. Imagine Colerain lists a multitude of creative ideas to enhance, and more appropriately integrate, the existing site with the needs and desires as indicated in the Imagine Colerain Comprehensive Plan.
6. 9.3.6 (B) *Exceptions and variations from the design standards provided by the base zoning districts of this Resolution (e.g., R-1, R-2, B-1, etc.) may, and should be granted by the Zoning Commission and Board of Township Trustees when it is determined that due to certain design elements, natural features, and public amenities, the exceptions are warranted*
 - a. Due to the nature of the existing development, the time and evolution of zoning regulations from the date the property was rezoned, and the surrounding land use, any necessary variances and/or leniency should be considered by the Zoning Commission and the Board of Trustees.

Conclusion

A great deal of effort went into creating the Imagine Colerain Comprehensive Plan. The involvement of citizens, community groups, Colerain Township Staff, the Zoning Commission, and the Board of Trustees all contributed to creating the document meant to guide our decisions in the future. As Colerain Township works to improve the environment for both the residents and businesses of Colerain, decisions must be made that aim to benefit all stakeholders. Approving proposed plans that do not meet the current standards is an action that could undermine the community involvement in the planning process. While at times necessary, it is a decision that should be made only after careful, and discerning contemplation.

PRESENTATIONS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services.

Introduction and Swearing-In of Newly Promoted Personnel - Department of Fire and EMS

No action is requested of the Board.

Rationale:

Introduce and administer the Oath-of-Office to new full-time Firefighters Archer (Ace) Ehrenschwender, Travis Faucett, and Daniel Snyder who were approved for hire and promotion during the May 10th, 2022, Board Meeting.

PRESENTATIONS

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Presentation by Chief Denney Introducing and Swearing-in Newly Hired Police Officers

No action is requested by the Board.

Rationale:

Chief Denney will swear-in Police Officers Robert Bolt and Jordan Meinking.

PRESENTATIONS

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Presentation by Chief Denney Introducing and Swearing-In Newly Hired Sergeant Samantha Carter
No action is requested of the Board.

Rationale:

Chief Denney will swear-in Police Sergeant Samantha Carter.

PRESENTATIONS

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan
Goal:

Presentation by Chief Denney Introducing and Swearing-In Newly Hired Lieutenant Dean Doerflein

Rationale:

PRESENTATIONS

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Recognition of Class 2 of the Township Academy

No action is requested of the Board.

Rationale:

This was the second year of the Township Academy. Participants spent time with each Department, learning about the daily activities and tasks required to keep the Township operating. Participants from this class include:

- Ann Denney
- Connie Goff
- Diane Kopriwa
- Michael Lee
- Carl Muennich
- Robert Riccardi
- Dotti Young

We want to thank our participants for spending their past several Wednesday evenings with us!

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #2: Engage the New Economy with Green Initiatives

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

7451 Colerain	510-0071-0554-00
9928 Crusader	510-0041-0087-00
9830 Crusader	510-0041-0101-00
6662 Daleview	510-0350-0155-00
2351 Fulbourne	510-0043-0367-00
7681 Livingston	510-0211-0016-00
9936 Loralinda	510-0112-0206-00
3227 Niagara	510-0102-0092-00
2907 Sheldon	510-0071-0137-00
2520 Springdale	510-0043-0038-00
3475 Springdale	510-0112-0027-00
3776 Susanna	510-0191-0007-00
3084 W. Galbraith	510-0060-0021-00
2805 Wheatfield	510-0041-0339-00
2841 Wheatfield	510-0041-0342-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 24 th day of May 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Matthew Wahlert, Cathy Ulrich, Dan Unger

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
7451 Colerain	510-0071-0554-00
9928 Crusader	510-0041-0087-00
9830 Crusader	510-0041-0101-00
6662 Daleview	510-0350-0155-00
2351 Fulbourne	510-0043-0367-00
7681 Livingston	510-0211-0016-00
9936 Loralinda	510-0112-0206-00
3227 Niagara	510-0102-0092-00
2907 Sheldon	510-0071-0137-00
2520 Springdale	510-0043-0038-00
3475 Springdale	510-0112-0027-00
3776 Susanna	510-0191-0007-00
3084 W. Galbraith	510-0060-0021-00
2805 Wheatfield	510-0041-0339-00
2841 Wheatfield	510-0041-0342-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; therefore

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

Mr. seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Wahlert_____, Mrs. Ulrich_____, Mr. Unger_____

ADOPTED this 24th day of May 2022.

BOARD OF TRUSTEES:

Matthew Wahlert, Trustee

Cathy Ulrich, Trustee

Dan Unger, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer

this 24th day of May 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #6: Continuously Improve the Operations of the Township

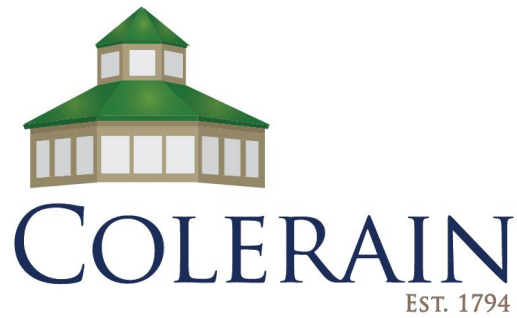
Motion to Issue Request for Proposals - Lease of Colerain Park Concession Stand

Recommend ADOPTION of the Motion.

Rationale:

A trend in Parks and Recreation is to activate space and generate revenue by partnering with an outside entity to provide an additional service(s). In evaluating public private partnership opportunities in our existing parks, the concession stand at Colerain Park was highlighted as an underutilized resource that could be prime for a joint venture with a business entity. This RFP will ask businesses to activate the existing concession stand by providing an additional amenity to our parks. The Township will collect rent from the entity that can then be used to fund other improvements in the park.

If successful, the Township will explore other public private partnership opportunities at other parks.



REQUEST FOR PROPOSALS

SPACE LEASE OR PUBLIC-PRIVATE PARTNERSHIP AT COLERAIN PARK for Colerain Township

Release Date: 5/24/2022

Response Deadline: 6/24/2022

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSALS FOR SPACE LEASE OR PUBLIC PRIVATE
PARTNERSHIP AT COLERAIN PARK**

NOTICE TO RESPONDENTS

Colerain Township, Hamilton County is seeking a qualified individual or company to lease the existing concession stand at Colerain Park and to repurpose the facility into a new park amenity that can be for profit. Respondents should outline their intended use and proposed lease terms in the response to this request for proposals. Responses to the request for proposals will be accepted until 4 p.m. on June 24, 2022.

All clarifying questions for this proposal should be directed to Jeff Weckbach, Assistant Township Administrator, via email at jweckbach@colerain.org.

In order to properly submit a response, all responses should be sent via email or regular mail as one complete full packet. These should be submitted to the Township to the attention of Geoff Milz, Township Administrator, no later than 4:00 p.m., June 24, 2022.

Respondents should be aware that any records they submit to the Township, or that are used by the Township may be public records. The Township will promptly disclose public records upon request unless a statute exempts them from disclosure. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.

GENERAL INFORMATION

Colerain Park is located at 4725 Springdale Road and contains the following features:

- Two Baseball Fields
- Two playgrounds
- A one-mile walking trail
- An amphitheater
- Four shelters

For the past several years, the Township has logged the number of vehicles that travel through the park. On average, between 75,000 and 100,000 vehicles visit Colerain over the course of the year. This does not include any additional visitors from the nearby neighborhood or students from the adjacent elementary school and middle school. This park is also home to the Township's summer camp program and the newly constructed Ft. Colerain Playground.

In 2022, the Colerain Township Trustees adopted a [Facility Master Plan](#) that analyzed existing conditions and needs for all of the Township's facilities and parks. The Colerain Park details can be found on page 52 of the document. Of note, this plan calls for activation of the existing concession stand located near the baseball fields through a public-private partnership.

PROJECT SCOPE

In reviewing current and potential amenities for Colerain Park, the Township desires and seeks a vendor or company that would align with its goal to activate the space and provide a food and beverage amenity to park visitors. Please note, the sale of alcohol is prohibited. This could be a coffee vendor, ice cream vendor, or other food retailer. While the goals of the Township are to have the space used in this fashion, the Township is open to alternative models or businesses that would complement the existing park.

The existing concession stand has approximately 230 square feet of indoor operating space. The interior of the structure is 10 foot wide and 23 feet in length. It contains a large sink, 10 standard electrical outlets, 2 large counter tops (each are approximately 10 feet in length), and 2 service windows.

Below is an aerial view of the site.



TIMELINE

1. Township Trustees Scope Approval: May 24, 2022

- | | |
|-------------------------------------|--|
| 2. Scope Release: | May 24, 2022 |
| 3. Onsite Facility Review: | June 14, 2022, 10:00 a.m. (local time) |
| 4. Clarifying Question Deadline: | June 17, 2022 |
| 5. Proposal Deadline: | June 24, 2022, 4:00 p.m. (local time) |
| 6. Interviews (if necessary): | Week of June 27th, 2022 |
| 7. Projected Township approval: | July 12, 2022 |
| 8. Projected Contract Commencement: | June 13, 2022 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on June 24, 2022.

EVALUATION CRITERIA

Proposals will be initially evaluated by internal Township staff, including the Park Supervisor Foreman, Development Director, Township Administrator and Assistant Administrator. After this initial internal review, a recommendation will be provided to the Board of Trustees for a final decision.

Colerain Township Trustees must still approve a contract before the process is completed. The Trustees reserve the right to reject any and all responses to the request for proposals.

SUBMITTALS

All proposals shall include the following:

1. Cover Letter
2. Ownership Credentials
 - a. Organizational Chart – including any known staff members and owners
 - b. Resumes of Key Team Personnel – this should include any experience in similar markets, education, key registrations, or other credentials
 - c. Experience on similar business ventures
3. Business Plan – A copy of the proposed business plan should be provided to ensure viability of the project, including an operating pro forma.
4. Improvements Required/Requested – Please detail any facility improvements that will be required for the Public Private Partnership and outline the party that is anticipated to complete the improvements (Township or Respondent).
5. Proposed Lease Terms – Outline the schedule of the lease payments, the proposed term of the lease, and delineation of responsibility for any real estate taxes, building insurance, and maintenance.
6. References – Five references are required to be submitted.
7. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.

8. Legal Disclosure – Please disclose your current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
9. Sample Contract – Please provide a sample contract. This will help to expedite the timeline in order to allow for a quicker project commencement.

TERMS AND CONDITIONS

Colerain Township reserves the right to reject any or all proposals, to award contracts in whole or in part, to further negotiate proposals in whole or in part, or to waive any informalities or irregularities in the submitted proposals.

The response to this Request for Proposals is entirely voluntary. The Request for Proposals does not commit the Colerain Township to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

Colerain Township may reject any or all responses that do not meet the requirements of the Request for Proposals in any respect. Responses which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

Colerain Township reserves the right to expand or reduce the work subject to negotiating with the successful contract. Colerain Township reserves the right to choose a company from the responses or to further interview companies after proposals are submitted.

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute Contract with Trane for HVAC Control System Upgrades at 4200 Springdale Road for \$48,376

Recommend ADOPTION of the Motion.

Rationale:

The Township released a request for proposals and qualifications to upgrade the existing building HVAC control system for 4200 Springdale road. The Township received four responses:

- \$50,820: Comfort USA - Option 1 Price
- \$61,000: EMCOR
- \$62,000: Point to Point
- \$97,250: Point to Point - Option 2 Price
- \$35,576: Trane + \$12,800 for additional 80 hours of service post installation.

A project budget of \$50,000 was included in the Township's 2022 Budget. The \$48,376 is within this range. The existing chiller is a Trane system and fully compatible with the proposed solution. This should result in improve cooling in the building, although the replacement of several VAV boxes will be required in the coming years as the existing VAV boxes have passed their life expectancy.

Comfort Systems USA
425 Elliott Avenue
Cincinnati, OH 45215



Telephone: 1-513-379-8656
Fax: 1-513-874-8911
E-Mail: andrew.zak@comfortsystemsusa.com

To: Bob Dellaposta
Colerain Township

Date: 4/21/2022

Quote Number: AZ22-026

Job Name: Colerain Township Administration
Building Controls Upgrade

Comfort Systems USA is pleased to provide the following pricing to furnish, engineer, and install an open, interoperable BACnet based Tridium system of automatic temperature controls for the Colerain Township Administration Building. This proposal is based on the scope detailed in the RFQ dated 3/9/2022, released by Colerain Township.

Under this proposal CSUSA will:

- Furnish the necessary shop drawings, wiring diagrams and submittals.
- Select the proper controls and deliver to the job site.
- Furnish the necessary installation and technical labor.
- Make all calibrations, adjustments, and a final check of the operation of this equipment.
- Guarantee the equipment and installation for a period of one year after completion of the installation.
- Provide, mount, and wire all Direct Digital and electronic controls provided by CSUSA as defined herein.
- All control wiring and conduit shall be installed per all local electrical codes. Wire exposed in electrical closets and in Mechanical/Electrical rooms shall be run in conduit. All wiring run concealed above accessible ceilings shall be run in plenum cable and attached and supported at regular intervals.
- Provide 8 hours of owner training.
- Create all programming and graphics for new systems and equipment.

TERMS: NET 30 DAYS

The standard terms and conditions of sale on the reverse side are a part hereof.

Comfort Systems USA

Accepted for _____

Proposed by **Andy Zak**

By _____

Title **Account Executive**

Title _____

Accepted by _____

Date _____

Title _____

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE ENBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS

- Provide for control and monitoring of the following equipment unless otherwise noted:

Base Bid Scope

- Provide Tridium Niagara N4 BAS Front End
 - (1) JACE 8000 Building Level Network Controller
 - Panel, power supply, and required accessories.
- (4) Air Handling Units (AHUs-1, 2, 3, & 4)
 - Provide new BACnet controller for each AHU.
 - Install communication wiring to new controllers.
 - Provide new temperature sensors for accuracy and compatibility.
 - Disconnect existing wiring, demo existing Trane controllers, mount new controllers, and re-terminate all control wiring.
 - All existing power supplies, control devices (relays, actuators, current sensors, safeties, etc.), sensors (besides temp), and control valves are assumed to be in working order and will remain and be reused. CSUSA will notify the customer if we encounter existing devices that are not functioning properly.
 - Wire existing RA CO2 sensors to new controller. No other new points are being added.
 - Program AHUs per existing sequences of operation if available or based on customer direction, industry standards, & CSUSA experience.
- Hot and Chilled Water Plant
 - Provide I/O module to control HWS & CHWS from new JACE.
 - Provide new temperature sensors for accuracy and compatibility.
 - Disconnect existing wiring, demo existing Trane controllers, mount new I/O modules, and re-terminate all control wiring.
 - All existing power supplies, control devices (relays, actuators, current sensors, safeties, etc.), sensors (besides temp), VFDs, and control valves are assumed to be in working order and will remain and be reused. CSUSA will notify the customer if we encounter existing devices that are not functioning properly.
 - Connect existing chiller OEM controls to BAS via BACnet MSTP. It is assumed that the chiller has a BACnet MSTP card on it already.
 - Boilers will remain operating stand alone on their existing controls.
 - No new points are being added.
 - Program HWS & CHWS per existing sequences of operation if available or based on customer direction, industry standards, CSUSA experience.
- (50) VAV Terminal Units w/ HW Reheat
 - Existing Trane VariTrane controls will remain and be integrated into the BAS via Comm3 driver on the new JACE.
 - No new controls are being provided for the VAVs.
 - New graphics will be created for VAVs. Programs will remain as is in existing controllers.

Clarifications / Exclusions:

- Work to take place on first shift during normal business hours.
- Project bid as non-prevailing wage and tax exempt.
- No fire alarm work is included. Existing smoke detector safety shut down of units will be maintained.
- This proposal does not include troubleshooting existing VAV controls issues or communication wiring. Integration of existing VAVs will rely on the existing communication bus being fully intact and operational.
- Control and/or monitoring of any equipment not specifically listed above is not included.

BASE BID

Total Net Sum.....\$ 50,820.00

(Fifty Thousand Eight Hundred Twenty Dollars and 00/100)

Thank you for the opportunity to work with you on this project. If you need additional information, please contact me at your earliest convenience.

All goods, services, and Firmware furnished by Comfort Systems USA ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
3. **Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. **Cancellation by Customer.**
 - (a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.

(b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resaleable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Innovative Energy Solutions equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

6. **Force Majeur.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
7. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.

8. **Governing Law.** The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.

9. Prices in this quotation remain in effect for 45 days from date of issue.

April 21, 2022

Mr. Bob Dellaposta
Facility Manager
Colerain Township
bdellaposta@colerain.org

Re: Colerain Township 4200 Springdale Road Automated Logic DDC Controls Upgrade Proposal

Dear Mr. Dellaposta:

EMCOR is pleased to provide pricing for the equipment and labor as outlined below. This proposal is formatted to be as detailed and complete as possible so that the scope of work is clear and unambiguous. If there are any questions regarding this proposal, please do not hesitate to call.

Scope of Work:

The scope of this proposal includes the labor and material to replace the existing Trane controls with a new Automated Logic DDC controls (ALC) as outline below. A new ALC web-based centralized frontend will allow for easy and accurate management of the HVAC systems from any PC on the Colerain network or remotely. The alarming features will provide quick and detailed notification of problems to prevent unnecessary downtime or comfort issues. We are providing additional pricing for integrating the existing Trane VAV controls.

The following scope of work is included:

- Automated Logic WebCTRL Advantage software and frontend PC included
- ALC WebCTRL graphic for new thermographic floorplans
- ALC DDC router for communication to the Automated Logic server (one static IP is required)
- New ALC communication bus to all DDC controller
- New power supplies for all new controllers
- ALC DDC for Chilled water system
 - ALC DDC controllers
 - Chiller enable/disable
 - Chiller status

Lexington

1165 Brock McVey Drive • Lexington, KY40509
P: 859.266.5300

Columbus

1762 Dividend Drive • Columbus, OH 43228
P: 614.529.7500

Indianapolis

3940 Pendleton Way • Indianapolis, IN 46226
P: 317.402.8039

- Chilled water pumps enable/disable
- Chilled water pumps status
- Chilled water supply & return water temperature sensors
- Chiller factory controls integration
- ALC DDC for Hot water system
 - ALC DDC controllers
 - Boiler's enable/disable
 - Boiler's status
 - Boiler's alarm
 - Hot water pumps enable/disable
 - Hot water pumps status
 - Hot water supply & return water temperature sensors
 - Outside air temperature & humidity sensor
- ALC DDC for AHU's (quantity 4)
 - ALC DDC Controller
 - Supply fan enable/disable
 - Supply fan status
 - Supply fan speed signal
 - Return fan enable/disable
 - Return fan status
 - Return fan speed signal
 - Supply, return, & mixed air temperature sensor
 - Supply air 2/3 static pressure sensor
 - Mixed air static pressure sensor
 - New economizer damper actuators
 - Reuse existing chilled & hot water valves with actuators
- New low voltage cable as required
- ALC EIKON programming & live logic pages
- ALC WebCTRL graphics for all equipment
- ALC scheduling, trending, and alarming setup
- Technical checkout
- Commissioning support labor
- Air-balance support labor
- O&M manuals w/ as-builts
- Onsite system training
- One-year warranty on all new work

All of the new controls will communicate with the Automated Logic WebCTRL server/software. The building graphics will have new thermographics floor plans with live programming logic and links to all mechanical equipment directly from the graphics. Programming link to WSHP's for occupancy and reset will be provided. Data will be historically trended, displayed, and alarmed as specified. All building alarms will be sent to the operators and assigned the appropriate priority level.

Optional Scope of Work:

- Integration of existing Trane VAV's (qty-50)
 - Design drawings
 - Jace 8000 controller
 - N4 Jace Trane Comm 4 driver
 - N4 Jace RS-485 Option Card
 - Create an export table for all points to allow Jace to communicate with ALC system
 - New Jace will be installed with an 18-month SMA
 - New ALC EIKON integration programming & live logic pages
 - New ALC WebCTRL graphics for all equipment and new floorplans
 - ALC scheduling, trending, and alarming setup
 - Checkout of existing VAV's

General Notes & Exceptions:

- No air balance cost included
- No allowance cost included
- No bond cost included
- Existing VFDs to be reused
- Existing chilled & hot water valves to be reused
- No smoke detectors included
- No fire alarm scope included
- No taxes are included
- Project is prevailing wage
- Existing VAV's are excluded unless optional pricing is selected
- Existing Chiller factory controls will be integrated into the new ALC System

Quotation:

The price for the above stated scope of work is:

Colerain Township 4200 Springdale Road Automated Logic Controls Upgrade & Automated Logic WebCTRL Advantage software frontend Proposal \$61,000.00

Optional Pricing

Integration of existing Trane VAV controls Add \$19,000.00

General Conditions:

- This proposal is based on all work being performed during normal first shift working hours, Monday through Friday, excluding holidays.
- Invoices are net fifteen days and rendered as labor and material progress on the job.
- A late payment charge of 1½% per month (annual percentage rate of 18%) shall be added to the unpaid past due balance after 30 days.
- This quotation is subject to revision if not accepted within 30 days.
- To signify your acceptance, please sign below and return a copy of this proposal with your purchase order.

If you have any questions regarding this proposal, please contact me at (513) 678-2978.

Sincerely,

EMCOR Services Automated Controls

Steve Yockey
Automation Sales Estimator

Acceptance:

Authorized Signature

Date

Approved Amount

P.O. #

Attention: Bob Dellaposta / Colerain Township
Project: Colerain Township Government Complex
Date: 04/21/2022

This scope of work is for Colerain Township Government Complex RFQ dated 03-09-2022. Two options are being provided since this project is being treated as a design build. The intention of this proposal is to give two options.

The first option (Option 1) shall include replacing all controllers for the air handling unit controls and chiller. The sensors shall be replaced and existing VAVs shall be integrated via a COMM 4 driver.

The second option (Option 2) shall include replacing all controllers for the air handling unit controls and chiller. Along with replacing the sensors the VAV controllers in lieu of integration of older devices.

Below outlines the proposed scope of works for each option. We are showing the boiler system as an add, for either option. Per conversations onsite during walk thru, the boiler system is assumed to be stand alone. *It is our recommendation to take the second option and the boiler add to ensure a fully functional and operational system.* Work shall be performed during normal operating hours and does not include prevailing wages. Below outlines the scope of work to be performed.

Option 1: Replace Plant Controllers and integrate existing VAVs

- Tridium/Honeywell WEBs front end system
 - Graphical user interface from common web browser
 - Scheduling, Alarming, & Trending setup included.
 - *The Niagara framework is equipped with an Open License to allow for multiple vendors to access the system regardless of control branding. System also allows for multiple vendor devices on the system.*
 - Includes (1) Desktop PC w/ monitor, keyboard, & mouse
- New BACnet communication wiring for AHUs & Chiller only
- AHU 1
 - New controller for AHU
 - Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - Integrate (21) VAVs
- AHU 2
 - New controller for AHU
 - Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - Integrate (18) VAVs
- AHU 3
 - New controller for AHU

- Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - Integrate (4) VAVs
- AHU 4
 - New controller for AHU
 - Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - Integrate (7) VAVs
- Chiller
 - Replacement of all temperature sensors
 - Integration of Chillers' UC600
 - Installation
 - Program
 - Graphics
 - Commission and functionally test

Option 2: Replace Central Plant and Replace VAV Controllers

- Tridium/Honeywell WEBs front end system
 - Graphical user interface from common web browser
 - Scheduling, Alarming, & Trending setup included.
 - *The Niagara framework is equipped with an Open License to allow for multiple vendors to access the system regardless of control branding. System also allows for multiple vendor devices on the system.*
 - (1) Desktop PC w/ monitor, keyboard, & mouse
- New BACnet communication wiring for AHUs, Chiller, and VAVs
- AHU 1
 - New controller for AHU
 - Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - (21) VAVs
 - Replace controllers
 - Replace discharge air sensors
 - Replace room sensors
 - Reuse damper actuator
 - Reuse existing communication and power

- AHU 2
 - New controller for AHU
 - Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - (18) VAVs
 - Replace controllers
 - Replace discharge air sensors
 - Replace room sensors
 - Reuse damper actuator
 - Reuse existing communication and power
- AHU 3
 - New controller for AHU
 - Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - (4) VAVs
 - Replace controllers
 - Replace discharge air sensors
 - Replace room sensors
 - Reuse damper actuator
 - Reuse existing communication and power
- AHU 4
 - New controller for AHU
 - Replacement of all temperature sensors
 - Reuse existing actuators and valves
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - (7) VAVs
 - Replace controllers
 - Replace discharge air sensors
 - Replace room sensors
 - Reuse damper actuator
 - Reuse existing communication and power
- Chiller
 - Replacement of all temperature sensors
 - Integration of the Chiller UC600
 - Installation
 - Program
 - Graphics

- Commission and functionally test

Boiler Add Scope of Work:

- Boiler System
 - New Controller
 - Installation
 - Program
 - Graphics
 - Commission and functionally test
 - Add sensors for hot water supply, hot water return, etc.
 - Add control for hot water pumps

Option Price 1:	\$	62,000.00
Option Price 2:	\$	97,250.00
Boiler Add Price:	\$	5,500.00

Notes:

- Proposed system is an IP based system. All connected devices require coordination from the owner IT Administrator for LAN based access, alarm emailing, remote access, and security planning
 - It is P2P Systems standard recommendation that all IP based devices associated with this scope of work be located on a facilities VLAN with remote access via VPN
- Network connection to each IP based devices is not included in this scope of work
- Any existing equipment or wiring to remain is assumed to be in good working condition. This scope does not provide or extend any warranty associated with existing conditions including communication to devices.
- Control Wire
 - All control wire shall be plenum rated.
 - All control wire shall be installed in an open fashion using a network of bridal rings & beam clamps.
 - All inaccessible wire shall be installed in ¾" EMT or greater.
 - All thermostat drops (in wall) shall be ran in ¾" EMT.
- 120v power required for each control panel is not included in this scope of work.
- *Due to Market volatility quotes are valid for 30 days from proposal date.*

If you have any questions, please do not hesitate to call, or email me. My cell number is (937) 902-6148, and my email is cbrown@p2psystems.net.

Respectfully,

Chris Brown
 Point to Point Systems



Point to Point Systems

Point to Point Systems is a building systems integrator.

- HVAC Automation • Design/Build & Design Assistance
- Building Systems Integration • Commissioning & Retro Commissioning
- Start Up • Planned Maintenance Programs • Service Department



HVAC Systems Control

- Honeywell WEBS (Tridium) Authorized Controls Integrator
- Open protocol solutions
- Carrier Open certified
- Carrier Open (i-Vu) authorized installer
- Distech Controls
- Johnson Controls
- FDA Compliance for Pharmaceutical Lab Control
- Building Analytics



Energy Management

- Honeywell WEBS (Tridium) Internet-enabled monitoring and integration
- On staff licensed professional engineer for comprehensive analysis
- On staff Certified Energy Managers (CEM)
- Meter Installation and Integration
- Loadshed Control
- Honeywell Authorized EEO (Energy & Environmental Optimization) contractor

Services Department & Planned Maintenance

After systems are installed we are here to offer assistance with any service call needs. In addition, our planned maintenance programs offer:

- Control System Performance Review & Identify Controls Issues
 - Graphics, Schedules, System Setpoints, Points in Override, Failed Points, Alarm Points, Control Loop Tuning, Calibration of Sensors, Panel Inspection, Review Histories
- Documentation
- Operator's Training
- Software Support and Software Maintenance
- System Backups
- Remote Access



Full central access from custom dashboards

Industries we serve:

Education
Healthcare
Aerospace
Commercial



Lighting

Lighting Control

- LON, BACnet, and Tridium integration capabilities
- Daylight harvesting
- Motion sensor control
- Seamless integration to key card access and HVAC system control

LED Lighting

- Retrofit lamps & fixtures
- High bay fixtures
- Wall packs
- Emergency lighting
- Troffers
- Exterior lighting
- Floodlights
- Area lighting



Safety & Security

Key Card Access Management

- Honeywell Security Systems Specialists
- Tridium powered solution
- Seamless integration to key card, lighting, and HVAC system control
- Full support of the Wiegand™ protocol for comprehensive new and existing reader hardware
- Fully programmable key card control
- FIPS 201 trained and experienced

Intrusion Detection & Camera Surveillance Systems

- Motion sensors
- Glass break sensors
- Door switches
- Full integration to video surveillance
- Axis camera licensed partner
- Complete IP camera solutions provider
- Total integration capabilities with key card systems
- Milestone video management software certified partner

Does your building speak your language?

We're here to help with the building integration solutions you need.

• **Call toll free: 1-800-685-2082**



OUR NEWEST PRODUCTS ARE OPEN 4 INNOVATION.

WEB-8000 Series
and WEBs-N4

Honeywell

NIAGARA'S TRULY OPEN ENVIRONMENT HARNESSES THE POWER OF THE CONNECTED BUILDING IN WAYS NEVER BEFORE IMAGINED OR POSSIBLE.

For more than 15 years, the Niagara Framework® has fundamentally changed the way devices and systems connect to people—and the ways people can control and optimize those machines.

With nearly half a million instances worldwide, Niagara is quickly becoming the operating system of the connected building. Its open API, open distribution business model connection to cloud services and open protocol support give you the freedom to choose your how you work, what you build and with whom you partner. Niagara enables you to connect

and control devices, while normalizing, visualizing and analyzing data from nearly anywhere or anything.

From buildings and data centers to manufacturing systems and smart cities, the Niagara Framework improves strategic decision-making, allowing for optimized performance and cost

reductions that can help businesses be more competitive and more profitable. And with the release of WEBs-N4 software and the WEB-8000 series of controllers, the opportunity to achieve operational excellence is even greater than before.



OPEN 4 PERFORMANCE

The **WEBS-N4** software platform builds on the legacy of the Niagara Framework® in new and exciting ways. It's less reliant on browser plug-ins, faster and easier to use. Now end users can directly access, analyze and act on a wide range of operational data. A truly open framework, **WEBS-N4** software delivers a variety of notable improvements to help businesses take full advantage of the Internet of Things, including advanced visualization and new search, security and navigation tools.

FASTER, MORE POWERFUL DEVELOPMENT

Developers will find improved documentation, a rich open API library, BajaScript 2.0, semantic data modeling via tags and other ready-made tools to greatly speed and support development. In addition, the need for specialized training in the Niagara user interface is reduced—anyone familiar with open Web development can now create a custom UI in Niagara. **WEBS-N4**'s new features and public APIs make it easier to extend, develop and build upon the framework.

POWERFUL SECURITY

WEBS-N4 takes a “defense-in-depth” approach to Internet of Things security. Building on the security of previous Niagara versions, **WEBS-N4** is secure by default. Authentication requires users to choose strong credentials, and both data in motion and sensitive data at rest are encrypted. **WEBS-N4** also uses Role-Based Access Control (RBAC), making user permissions easy to configure and less error-prone. **WEBS-N4** also can be integrated with existing enterprise identity and access management systems, such as LDAP and Kerberos. All user actions and security-related events are recorded in Niagara's audit log for traceability.

KEY FEATURES WEBS-N4

- Modern UX framework and design language (HTML5)
- End users are able to easily customize dashboards
- Advanced charting and visualization
- Data tagging
- Tag-based navigation
- Device templating
- Data cleansing capabilities
- Niagara station search
- Workbench workflow improvements
- Role-Based Access Control (RBAC)
- Pluggable authentication schemes
- Improved UI developer experience (BajaScript 2.0)
- Station templating
- **WEBS-AX** to **WEBS-N4** station migration tool
- Cloud backup/restore of stations



AN ALL-NEW USER INTERFACE

WEBS-N4 features a bold and intuitive new interface. Modern and easy to use, the platform utilizes HTML5 to provide an array of rich features. Our powerful new UI framework makes the user experience simpler and more robust, giving users maximum control of their data and decisions.

The optimized workflow allows users to find and visualize data points quickly based on a powerful tagging system. New features include a built-in search function, customizable charting and visualization, role-based security, real-time troubleshooting and rapid navigation.

WEBS-N4's use of HTML5 provides a user interface that makes it easier for systems integrators to create and maintain customized views for end users.



MORE DATA AT YOUR FINGERTIPS

Integrators can provide an interface that empowers users to do more on their own. Because devices, systems and data points can be tagged in WEBS-N4, users can easily conduct a station-wide search of the most important elements in their operation.

This one-tool solution utilizes tag hierarchies to automatically integrate all data in a navigation tree. Using a standardized dictionary of tagged elements, users choose which points to monitor directly. Users can utilize the standardized dictionary to drive consistency in their building automation systems.

With a simple point-and-click or drag-and-drop, users can create customized charts, allowing them to instantly find and display critical information from their desktop, tablet or mobile device. Systems integrators no longer necessarily need to re-engineer new dashboards each time a customer requirement changes. Building real-time dashboards is straightforward, allows for immediate troubleshooting and quickly displays data with attractive visualizations.



EASIER INTEGRATION

WEBS-N4's new templating feature enables tags to be applied to devices quickly, and allows applications to be prebuilt against a set of standardized templates which then can be quickly created and reused. In other words, once a template is made, it can be redeployed as often as needed in other instances. The result is not only a more functional design for users but also reduced integration time across the board.

A MODULAR APPROACH 4 GLOBAL DESIGN

Introducing an all-new hardware platform optimized for WEBs-N4: the WEB-8000 series of controllers. This “next-generation” controller features a new global design that functions with legacy systems and has the ability to scale for future needs.

EFFICIENT GLOBAL DESIGN

The new, modular design of the WEB-8000 controllers makes them easy to install, integrate and deploy. Tool-less installation with expansion capability reduces installation complexity and improves flexibility. Systems integrators can focus on engineering solutions, not assembling components. And their lives will be simplified with a global power supply and improved access to standard enclosures.

WIRELESS CAPABILITY

Standard Wi-Fi offers enhanced wireless capability when interfacing with the next generation of wireless sensors and devices. WEB-8000 controllers also are configurable as an access point so that mobile phones and tablets can display information and advanced graphics. Expansion also is available when interfacing with other wireless fieldbuses seen in connected buildings.

OPTIMIZED FOR NIAGARA 4

WEB-8000 controllers leverage the exciting new features of WEBs-N4. It adds to the enhanced user experience, maximizing WEBs-N4's key advantages: pure Web interface based on HTML5 with HTML5 views, charting and data visualization, a common design language, better reporting, robust security and improved device management.



With simple configuration, tool-less installation, low-cost integration and high-powered performance, the WEB-8000 series controller is a dramatic evolution in connecting and controlling devices worldwide.

KEY FEATURES WEB-8000 CONTROLLERS

- Powerful WEBs-N4 hardware platform with easy software upgrade capability
- Modular hardware design for fast and easy installation
- Tool-less installation
- Expandable with up to four option modules
- Native Wi-Fi capability
- 24VAC/DC—standard global power supply
- Standard open drivers included
- Easy to select the right capacity license
- Intuitive user interface

SEAMLESS CONVERSION

WEBS-AX: WEBS-N4 and the new WEB-8000 series controllers have been engineered to be easy to add to, or upgrade from, your current WEBS-based systems.

SYSTEM CAPABILITY

Our native Niagara Fox protocol will work between the WEBS-AX and WEBS-N4 software systems, and the WEBS-N4 software will work with any currently available WEBS hardware.

For those making the conversion to our most up-to-date products, a station conversion tool is available that will adapt WEBS-AX stations to WEBS-N4 stations.

Converted stations will require third-party vendors to provide updated modules for WEBS-N4 versions of their content. However, most modules will require only minor refactoring for developers to make the conversion. We are dedicated to making the conversion between systems as seamless as possible.



COMPATIBILITY SUMMARY WEBS-AX

- Fox network compatibility between WEBS-AX and WEBS-N4
- Station conversion tool to convert WEBS-AX stations to WEBS-N4 stations (.bog files)
- Public APIs
- Niagara Driver Framework still supported
- WEBS-N4 will run on any controller with HotSpot VM (WEB-300E, WEB-600, WEB-600E and WEB-700)
- WEBS-N4 will run on any WEB-8000 series controller

OPEN 4 THE CONNECTED BUILDING

The reach of the Niagara Framework® is global—and growing daily. It is supported by a large and active community of innovative developers, integrators, consultants, manufacturers, resellers and end users who understand that Niagara is an essential part of the connected building.

That's the power of open, and the future of innovation.

For More Information

For more information on WEB-800 series controllers, call 1-800-466-3993 or visit buildingcontrols.honeywell.com.

Home and Building Technologies

Honeywell
1985 Douglas Drive North
Golden Valley, MN 55422-3992
www.honeywell.com

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THE
FUTURE
IS
WHAT
WE
MAKE IT

Honeywell



Trane Controls Proposal



Controls Proposal For:

Bob Dellaposta
Facility Manager
Colerain Township Admin Building
4200 Springdale Road
Cincinnati, OH 45251

Local Trane Office:

Trane U.S. Inc.
10300 Springfield Pike
Cincinnati, OH 45215-1118

Local Trane Representative:

Don Webber
Account Manager
Cell: (513) 260-4880
Office: (513) 771-8884

Proposal ID: 3217489

Date: April 19, 2022

**Prepared For:**

Bob Dellaposta

Date:

April 19, 2022

Job Name:

Colerain Twp BCU - UPCM controls RFQ

Proposal Number:

3217489

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:

Net 30

Proposal Expiration Date:

30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Bob Dellaposta and based on the site surveys performed on 3/28/2022.

Controls systems and equipment

GENERAL: All systems and devices provided (as detailed below) include the following general controls provisions:

- 1. Engineering-** Design, Submittals, Wiring Diagrams, Programming and Startup
- 2. Installation** - The installation and wiring of the BMS and all associated end devices will be done in accordance with all state and local electrical code. All low voltage wire, not installed in conduit, will be plenum rated. In areas such as mechanical equipment rooms and thru the wall penetrations EMT will be used in accordance with all state and local codes.
- 3. Operational Checkout** - Operational checkout will be conducted based on the existing sequence of operations. All operational checkouts and programming will be conducted by factory trained Trane personnel.
- 4. Warranty-** 12 months from date of substantial completion.
- 5. Operator Training** – As part of this proposal Trane has included up to 8 hours of operator training
- 6. Existing Devices-** This scope of work is assuming that all existing devices are functioning properly and does not cover the repair or replacement costs of inoperable devices found. All Exhaust Fans, Cabinet Unit Heaters, Unit Heaters and Propeller Unit Heaters controlled by Standalone Thermostats will remain under that control. The boilers will remain under standalone control.



- **Tracer SC+ Building Automation System & Existing Comm 3 / 4 Communication Bridge**
 - Trane will provide and install a new Tracer SC+ Web Based Controller to replace the existing.
 - The existing Static IP Address will be reused.
 - The Existing Comm 3 / 4 Communication Bridge communicating to existing VAV Box controllers will be reused. We are assuming all communication links are functioning properly.
 - The existing BACnet controllers for the Chilled Water plant, Chiller and ACU-3 will be connected to the new SC+.

- **Air Handling Unit (ACU-1 & ACU-2)**This proposal covers all required low voltage controls and interconnecting wiring required for a properly functioning unit. A BACnet Communications controller will be field installed and programmed to meet the required sequence of operations. The existing power will be reused and power the new controller. The existing relays, sensors, actuators and valves will be reused. We are assuming that all are functioning properly and replacement costs of any defective parts found will be provided to the owner as a change order.
 - The owner will be responsible for providing CAT5 Cabling and IP Address at each controller from the nearest building network port. These controllers will then be brought in via BACnet/IP to the new SC+ Controller.

- **Air Handling Unit (ACU-4)**This proposal covers all required low voltage controls and interconnecting wiring required for a properly functioning unit. A BACnet Communications controller and wireless Air-Fi Receiver will be field installed and programmed to meet the required sequence of operations. The existing power will be reused and power the new controller. The existing relays, sensors, actuators and valves will be reused. We are assuming that all are functioning properly and replacement costs of any defective parts found will be provided to the owner as a change order.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Control and/or monitoring of any equipment not specifically listed above.
- Programming or Startup of any Controls and/or Devices Furnished by Others
- Fire, Smoke or Combination Fire/Smoke Dampers
- Any Device Under Standalone Control Currently



Pricing and Acceptance

Bob Dellaposta
Facility Manager
Colerain Township Admin Building
4200 Springdale Road
Cincinnati, OH 45251

Total Net Price\$ 35,576.00

Financial items not included

- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Don Webber
Account Manager
Trane U.S. Inc.
(513) 771-8884

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Don Webber	Cell: (513) 260-4880 Office: (513) 771-8884 Proposal Date: April 19, 2022
CUSTOMER ACCEPTANCE Colerain Township Admin Building	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)
Supersedes 1-26.251-10(0821)



Trane Controls Proposal



Controls Proposal For:
Bob Dellaposta

Colerain Township Admin Building
4200 Springdale Road
Cincinnati, OH 45251

Local Trane Office:
Trane U.S. Inc.
10300 Springfield Pike
Cincinnati, OH 45215-1118

Local Trane Representative:
Don Webber
Account Manager
Cell: (513) 260-4880
Office: (513) 771-8884

Proposal ID:
3217489-B

Date: May 16, 2022



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Colerain Township Admin Building reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Colerain Township Admin Building to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits Colerain Township Admin Building should expect from this project are highlighted below.

- ENTER FEATURE AND BENEFIT
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- ENTER FEATURE AND BENEFIT
- ENTER FEATURE AND BENEFIT

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide Colerain Township Admin Building with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Colerain Township Admin Building for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Don Webber
Account Manager, Trane U.S. Inc.



Prepared For:
Bob Dellaposta

Date:
May 16, 2022

Job Name:
Colerain Twp BCU - UPCM controls RFQ

Proposal Number:
3217489-B

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

Bob,

Per your request, Trane is providing this proposal for an additional 80 hours of technician time to allow for investigation and/ or programming that may arise during the course of the BCU – UPCM RFQ project. Any findings over and above this or requiring parts and pieces for repair will be brought to your attention and proposed prior to work being completed.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

Pricing and Acceptance

Bob Dellaposta
Colerain Township Admin Building
4200 Springdale Road
Cincinnati, OH 45251

Price

Total Net Price (Excluding Sales Tax)

\$12,800.00

Respectfully submitted,

Don Webber
Account Manager
Trane U.S. Inc.
(513) 771-8884



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Don Webber	Cell: (513) 260-4880 Office: (513) 771-8884 Proposal Date: May 16, 2022
CUSTOMER ACCEPTANCE Colerain Township Admin Building	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	
Printed Name	
Title	Authorized Representative
	Printed Name
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)
Supersedes 1-26.251-10(0821)



Product Data Sheet

Tracer™ Communications Bridge Comm3/4 to Tracer SC

Ordering Numbers: BMTB001AAA00 (120VAC version)

BMTB001BAA00 (230VAC version)

Tracer™ Communications Bridges are used to integrate previous-generation control products into current Tracer™ systems for monitoring and control purposes. The Comm3/4 Bridge integrates previous-generation Comm3 and Comm4 devices into current Tracer SC systems. The Bridge enables the Comm3/4 devices to be easily installed into the Tracer SC as standard equipment, similar to current generation devices. When the Comm3/4 Bridge is used in conjunction with Tracer SC, the data from Comm3/4 devices is made available to the BACnet/IP network.

The Bridge is configured using Tracer™ Summit Workstation Software. (Tracer Summit Version 17 SP12 or higher and the Bridge Image Version 1.0 or higher are required.)

The Tracer Communications Bridge is shipped with the following accessories:

- Transformer (one of the following as appropriate for version)
 - 75 VA 120 PRI, 24 V SEC
 - 75 VA 208/230V PRI, 24 V SEC
- Installation Instructions

Note: *Inspect the contents of the package for damaged or missing components. If damaged, notify the appropriate carrier at once and return any damaged components for immediate repair or replacement.*

SAFETY WARNING

Only qualified personnel should install and service the equipment. The installation, starting up, and servicing of heating, ventilating, and air-conditioning equipment can be hazardous and requires specific knowledge and training. Improperly installed, adjusted or altered equipment by an unqualified person could result in death or serious injury. When working on the equipment, observe all precautions in the literature and on the tags, stickers, and labels that are attached to the equipment.

Features and Benefits

Features	Benefits
Integration with Tracer SC	The Bridge enables Comm3 and Comm4 devices to be integrated into Tracer SC systems, similar to current generation devices. Take advantage of the latest features and capabilities of Tracer SC, without needing to replace the existing Comm3 and Comm4 devices. (For more information see the <i>Tracer™ SC System Controller Product Catalog</i> (BAS-PRC031).
Integration with BACnet/IP systems	In conjunction with Tracer SC, the Bridge enables Comm3/4 devices to integrate with BACnet/IP systems.
Configuration with existing Tracer Summit software	Configure the bridge with existing Tracer Summit software after performing a service pack upgrade.
Auto-installation as equipment in Tracer SC	The Bridge enables Tracer SC to recognize and auto-install the Comm3/4 devices as devices controlling equipment. This engineered interface makes Comm3/4 devices easy to install and find in the Tracer SC system, much like current generation equipment-controlling devices.
Equipment graphics	When using the Bridge, Tracer SC displays standard equipment graphics in the user interface for the Comm3/4 devices. No additional setup is required to enable these graphics for each device.
Alarming	When using the Bridge, Tracer SC is the central point of control and coordination for alarm messaging from devices, including Comm3/4 devices. This single point of control provides a consistent user interface and experience within the system.
Tracer™ Application Support	The Bridge enables the use of Comm3/4 devices in standard Tracer Applications, consistent with and alongside the new controls devices.
Analytics	The Bridge enables connectivity with Trane Intelligent Services (TIS), which brings the benefits of TIS to Comm3/4 devices. For more information see the <i>Trane Intelligent Services (TIS) Fact Sheet</i> .

Specifications

Power requirements		FCC	
Nominal rating:	120/240 Vac; 50 or 60 Hz; 1 pH		FCC part 15, Class A
Voltage utilization range:	120 Vac, nominal: From 98 to 132 Vac 240 Vac, nominal: From 196 to 264 Vac	CE	
Maximum current:	6.0 A at 120 Vac dedicated circuit breaker	Emissions	EN55022 Class B
Operating environment		Immunity	EN50082-2:1995 Industrial
Temperature:	From 32°F to 120°F (0°C to 50°C)	Safety	EN61010-1 A2:1995
Relative humidity:	From 10% to 90%, non-condensing	Processor	Freescale MCF5272VF66
Storage environment		Memory	
Temperature:	From -50°F to 150°F (-46°C to 66°C)	FLASH	2 MB
Relative humidity:	From 10% to 90%, non-condensing	EEPROM	256 KB
UL Listing		RAM	1 MB
UL 916 PAZX	Energy management	Battery	
CUL C22.2	Energy management - Canada		No battery is required. The clock is maintained for a minimum of three days by the super capacitor. All other programs are backed up by nonvolatile memory.



Trane optimizes the performance of homes and buildings around the world. A business of Ingersoll Rand, the leader in creating and sustaining safe, comfortable and energy efficient environments, Trane offers a broad portfolio of advanced controls and HVAC systems, comprehensive building services, and parts. For more information, visit www.Trane.com.

Trane has a policy of continuous product and product data improvement and reserves the right to change design and specifications without notice.

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution For Disposal By Sale Of Equipment And Vehicles Which Are Obsolete, Unfit, Or Unneeded For Public Use

Recommend ADOPTION of the Resolution.

Rationale:

The following vehicles and or equipment have been taken out of service for either mechanical or other issues that would not allow the vehicles and or equipment to operate in a safe manner to do township business. It is recommended that they be auctioned through the GovDeals website, consistent with other vehicle and equipment auctions.

Roads Division: Unit#3-32 – 2004 F-450 Vin#1FDXF46P24EC66035

Parks Division: Unit#4-415 – 1990 385 Case Tractor Vin# B470005B021340

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the ____ day of _____, 2022, at the Colerain
Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the
following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

**RESOLUTION FOR DISPOSAL BY SALE OF EQUIPMENT AND VEHICLES WHICH
ARE OBSOLETE, UNFIT, OR UNNEEDED FOR PUBLIC USE
(O.R.C. Sec 505.10)**

WHEREAS, Ohio Revised Code Sec. 505.10 authorizes the Board of Trustees to dispose of
personal property, including motor vehicles, road machinery, equipment, and tools, which the
Board finds by resolution are not needed for public use, or are obsolete, or are unfit; and

WHEREAS, Ohio Revised Code Sec. 505.10 (A)(2)(a) authorizes the Board of Trustees to sell
by private sale, without advertisement or public notification, if the property to be sold is, in the
opinion of the Board, \$2,500.00 or less.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township,
Hamilton County, Ohio, as follows:

1. The Board of Trustees finds that, in the opinion of the Board, the following equipment is not
needed for public use, or are obsolete, or are unfit, and that, in the opinion of the Board, each
vehicle has a fair market value of \$2,500.00 or less:

Unit#4-415 – 1990 385 Case Tractor Vin# B470005B021340

Unit#3-32 – 2004 F-450 Vin#1FDXF46P24EC66035

2. Pursuant to O.R.C. Sec. 505.10 (A)(1), the Board directs that the method of public sale of the
equipment listed above shall be by auction conducted by the GovDeals, and, accordingly, that
said equipment be delivered to that company, and that the sale occur after the notice and
publication requirements of O.R.C. Sec. 505.10 (A)(1) are met; and

3. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and

4. That this Resolution shall be effective at the earliest date allowed by law; and

5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

Trustee_____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

Memo



To: Jeff Weckbach, Assistant Administrator
From: Mike Adler, Fleet Manager
Date: May 13, 2022
Re: Proposal – Disposal of Township Vehicles and or Equipment

This is a proposal and recommendation to dispose of the following township vehicles and or equipment using Govdeals auction website.

The following vehicles and or equipment have been taken out of service for either mechanical or other issues that would not allow the vehicles and or equipment to operate in a safe manner to do township business.

Following vehicle is from the Roads Department,

Unit#3-32 – 2004 F-450 Vin#1FDXF46P24EC66035

Following Equipment is from the Parks Department,

Unit#4-415 – 1990 385 Case Tractor Vin# B470005B021340

Should you have any questions regarding this matter please do not hesitate to contact me.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Resolution Approving or Denying Case No. ZA2022-04 a Major Amendment to Final Development Plan ZA4-89
Recommend ADOPTION of the Resolution to Approve the Major Amendment.

Rationale:

The Colerain Township Zoning Commission conducted a public hearing on the application on May 17, 2022, and after staff presentation, public comments, exhibits, and other materials were considered, voted unanimously to recommend approval of the zoning request.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a special session at 7:00 p.m., on the 24th day of May, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

Mr./Ms. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____-22

APPROVAL OF CASE NO. ZA2022-04
MAJOR AMENDMENT TO FINAL DEVELOPMENT PLAN ZA4-89;
APPROXIMATE 9.201 ACRE AREA LOCATED AT 6401 COLERAIN AVE.,
TO ALLOW “WHOLESALE WAREHOUSES” AS A PERMITTED USE.

WHEREAS, Anne F. McBride, representing 4Gen Properties, L.L.C., applicant on behalf of the property owners, Realty Income Properties 6 L.L.C., submitted an application for a Major Amendment to a Final Development Plan. The Applicant is seeking a variance to “§21.1 Use Regulations” / “§14.1 Use Regulations” / “14.1.21 Wholesale warehouses or businesses”, that portion totaling 6.528-acres, known as Hamilton County Parcel: 510-0070-0177-00, commonly known as 6401 Colerain Avenue, Colerain Township, Hamilton County, Ohio; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on May 17th, 2022, and after staff presentation, public comments, exhibits, and other materials were considered, voted unanimously to recommend *approval* of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted a public hearing on the case on May 24th, 2022, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to approve the application request for a Major Modification to a Final Development Plan on the above-referenced parcel to permit warehousing as an approved use of the site, thereby amending Case ZA4-89.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the change in zoning on the site in question for the reason that the Major Amendment would be in the best interest of the Township and the health, safety, morals and welfare of the public, it is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and it is in keeping with good land use planning; and,

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administrator; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
5. That this Resolution shall be effective at the earliest date allowed by law.

Mr./ Ms. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this 24th day of May, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Assistant Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 24th day of May, 2022.

Jeff Baker
Colerain Township Fiscal Officer

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a special session at 7:00 p.m., on the 24th day of May, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

Mr./Ms. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____-22

DENIAL OF CASE NO. ZA2022-04
MAJOR AMENDMENT TO FINAL DEVELOPMENT PLAN ZA4-89;
APPROXIMATE 9.201 ACRE AREA LOCATED AT 6401 COLERAIN AVE.,
TO ALLOW “WHOLESALE WAREHOUSES” AS A PERMITTED USE.

WHEREAS, Anne F. McBride, representing 4Gen Properties, L.L.C., applicants on behalf of the property owners, Realty Income Properties 6 L.L.C., submitted an application for a Major Amendment to a Final Development Plan. The Applicant is seeking a variance to “§21.1 Use Regulations” / “§14.1 Use Regulations” / “14.1.21 Wholesale warehouses or businesses”, that portion totaling 6.528-acres, known as Hamilton County Parcel: 510-0070-0177-00, commonly known as 6401 Colerain Avenue, Colerain Township, Hamilton County, Ohio; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on May 17th, 2022, and after staff presentation, public comments, exhibits, and other materials were submitted, voted unanimously to recommend *approval* of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted a public hearing on the case on May 24th, 2022, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted _____ - _____ to deny the application request for a Major Modification to a Final Development Plan on the above-referenced parcel to permit warehousing as an approved use of the site, thereby not amending Case ZA4-89.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the change in zoning on the site in question for the reason that the Major Amendment would not be in the best interest of the Township and the health, safety, morals and welfare of the public, nor is it consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and,

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Colerain Township Zoning Administrator; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
5. That this Resolution shall be effective at the earliest date allowed by law.

Mr./ Ms. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this 24th day of May, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Assistant Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 24th day of May, 2022.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion to Appoint Jennifer Caunin and Heather Harlow to the Hamilton County Tax Incentive Review Council
Recommend ADOPTION of the Motion.

Rationale:

Alloy Economic Development (formerly HCDC) is charged with convening the Hamilton County Tax Incentive Review Council (TIRC) to monitor the compliance of active enterprise zone agreements in Hamilton County and community reinvestment area agreements within Townships. Formation of the Hamilton County TIRC is a legislative requirement of the program as outlined in the Ohio Revised Code Section 5709.85.

Every township participating in the enterprise zone program and/or every Township with active community reinvestment area agreements must formally designate two (2) representatives to serve on the TIRC. TIRC members must be approved by the local legislative authority and be residents of the Township.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

New Hire - Management Analyst Intern - Administration

Recommend approval of all consent items.

Rationale:

The position of Management Analyst Intern was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Anne Mier

The wage for this job is \$15 per hour for up to 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on May 25, 2022.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

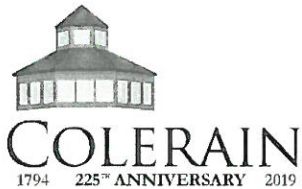
New Hire - Seasonal Maintenance Worker - Public Services

Recommend approval of all consent items.

Rationale:

The position of Seasonal Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Justin Matevia.

The wage for this job is \$13 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on May 25, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 05/24/2022

Job Code: 163 – Seasonal Maintenance Position Number: 5118- Seasonal Maintenance

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Justin Matevia

Hourly rate: \$13.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40 hours per week

Proposed start date: 05/25/2022 Eligibility Date: 05/25/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Jeff Weckbach

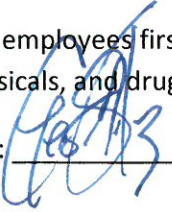
Signature: 

Date: 5/16/22

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employee's first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 5/25/2022

Administrator Signature: 

Date: 5.22.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: 01/20/2022

Date posting closed: ongoing

Interview Committee: Dan Schulte, Roger Krebs

Interview dates: 05/19/2022

Number of applications: 8

Number of candidates interviewed: 6

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Contract - Zix - Software

Recommend approval of all consent items.

Rationale:

This contract provides a 1 year trial of MS Project, a project management software program.

Document No.: Q-87705-20220516-1755

Version #:Q-87705 - 2

55 Network Drive, 1st Floor
Burlington, MA 01803
Phone: (781) 933-6110

Bill to:

Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251
US

Ship to:

Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251-1419
US

Billing Contact Information

Name: Robert Shepherd
Phone: 513-923-5007
Email: rshepherd@colerain.org

Technical Contact Information

Name: Robert Shepherd
Phone: 513-923-5007
Email: rshepherd@colerain.org

☒ Issue Invoice☐ Initiate Credit Card Payment**Purchase Order No.:**

95-2022

(If P.O. No. provided, please attach copy of P.O.)

Date: May 13, 2022
Expires On: June 12, 2022
Payment Terms: Net 30
Email Domains: colerain.org

Acct Exec.: Michael Salvatore
Order Type: Add On

Product	Qty / No. of Users	Term (mos.)	Price	Total Discount %	Sales Price	Extended Price
Project Plan 1	1	12	\$120.00	5%	\$114.00	\$114.00
NCE						
Total:						\$114.00

Total: \$114.00

*****Do not pay, this is not an invoice*****

1 Payment Schedule:

First Year Total	\$114.00
Grand Total	\$114.00

2 Special Terms:

All amounts are invoiced upon execution of this Services Agreement as described in Item 3, 'Invoicing and Payment.'

3 Invoicing & Payment:

ZixCorp Systems, Inc. ("Zix") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and the Customer agrees to pay all invoices in U.S. dollars within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement. By signing below, the Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Subscription fees are due for payment at the beginning of each subscription period, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to the Customer. Installation and availability will occur and may be billed, on a service-by-service basis.

Zix provides bundled services, and it may reallocate pricing among services for tax purposes. This means that line items on your invoice may not match this Service Agreement or your purchase order, although the total price for our services will remain the same.

Secure Cloud terms: If you receive service through the Zix Secure Cloud, any license changes you make are subject to standard Secure Cloud pricing and administrative practices. You will be charged for the licenses purchased under this and other Service Agreements. Zix may offer Secure Cloud subscription service options at various subscription periods. By subscribing to any license for any Zix Secure Cloud service on a monthly subscription or Microsoft service in-conjunction with subscriptions for licenses for any other services you expressly acknowledge and agree that all such subscriptions (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected initial term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the initial period selected by you for that service (each, a "renewal period") and no cancellation or refund will be available unless written notice is provided no less than thirty (30) days prior to the end of the current term by one party to the other of non-renewal. Such notice of non-renewal must be provided to Zix at customersuccess@zixcorp.com. The Subscription Services are generally billed at the start of each subscription period for the initial period and any renewal period. Customers will be billed the charges for the committed Subscription Services for each fixed renewal period, even if the Customer stops paying for or using the Subscription.

4 Taxes; F.O.B. Upon presentation of invoices by Zix, Customer agrees to pay any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state, and local sales, imposed use, value-added, and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.**5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** (if no box is checked, sales and use tax will be charged) Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

A. ☐ Invoice sales tax to Customer.



B. ☒ The customer is a tax-exempt organization (please attach a state tax exemption certificate to the contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on the invoice.

6 Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the terms and conditions as set forth at <https://zix.com/terms> (as such may be amended by Zix from time to time). Notwithstanding any terms to the contrary therein, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>, including a binding, non-refundable commitment for the fixed term selected.

ZixCorp Systems, Inc.	Colerain Township
By: 	By: 
Printed: Kristen Jones	Printed: Geoff Milz
Title: AR Specialist	Title: Township Administrator
Date: May 17, 2022	Date: May 16, 2022

Q-87705-20220516-1755

Final Audit Report

2022-05-17

Created:	2022-05-16
By:	Michael Salvatore (msalvatore@zixcorp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzi-0GChmGXBt35vEVtaKm-LQIN5Ido87

"Q-87705-20220516-1755" History

-  Document created by Michael Salvatore (msalvatore@zixcorp.com)
2022-05-16 - 9:57:12 PM GMT- IP address: 13.110.74.8
-  Document emailed to Geoff Milz (gmilz@colerain.org) for signature
2022-05-16 - 9:57:15 PM GMT
-  Email viewed by Geoff Milz (gmilz@colerain.org)
2022-05-16 - 9:57:45 PM GMT- IP address: 66.161.212.226
-  Document e-signed by Geoff Milz (gmilz@colerain.org)
Signature Date: 2022-05-16 - 10:01:17 PM GMT - Time Source: server- IP address: 66.161.212.226
-  Document emailed to Michael Salvatore (msalvatore@zixcorp.com) for approval
2022-05-16 - 10:01:19 PM GMT
-  Email viewed by Michael Salvatore (msalvatore@zixcorp.com)
2022-05-16 - 10:09:46 PM GMT- IP address: 74.203.184.233
-  Document approved by Michael Salvatore (msalvatore@zixcorp.com)
Approval Date: 2022-05-16 - 10:09:53 PM GMT - Time Source: server- IP address: 74.203.184.233
-  Document emailed to Justine Chudy (soap@zixcorp.com) for approval
2022-05-16 - 10:09:54 PM GMT
-  Email viewed by Justine Chudy (soap@zixcorp.com)
2022-05-17 - 1:10:29 PM GMT- IP address: 63.71.9.7
-  Document approved by Justine Chudy (soap@zixcorp.com)
Approval Date: 2022-05-17 - 2:18:58 PM GMT - Time Source: server- IP address: 74.203.184.233
-  Document emailed to kmr (orderprocessing-esecure@zixcorp.com) for approval
2022-05-17 - 2:19:00 PM GMT

 Email viewed by kmr (orderprocessing-secure@zixcorp.com)

2022-05-17 - 2:44:03 PM GMT- IP address: 63.71.9.7

 Document approved by kmr (orderprocessing-secure@zixcorp.com)

Approval Date: 2022-05-17 - 2:44:12 PM GMT - Time Source: server- IP address: 63.71.9.7

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2022-05-17 - 2:44:14 PM GMT

 Email viewed by Kristen Jones (comsignatory@zixcorp.com)

2022-05-17 - 2:53:34 PM GMT- IP address: 63.71.9.7

 Document e-signed by Kristen Jones (comsignatory@zixcorp.com)

Signature Date: 2022-05-17 - 2:54:14 PM GMT - Time Source: server- IP address: 63.71.9.7

 Agreement completed.

2022-05-17 - 2:54:14 PM GMT